

REQUEST FOR PROPOSALS
for
BC Cancer Agency Centre for the North Project

VOLUME 2

RFP (Instructions and Terms and Conditions)

Closing Times:

Technical Proposal: July 24, 2009 at 1:00 p.m. (local time in Vancouver)

Financial Proposal: August 14, 2009 at 1:00 p.m. (local time in Vancouver)

**Delivery Address: 2320 – 1111 West Georgia Street
Vancouver BC V6E 4M3**

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APPENDIX B PROPOSAL DECLARATION FORM

APPENDIX C RELATIONSHIP DISCLOSURE FORM

APPENDIX D PROPONENT COMMENTS FORM

APPENDIX E PARTICIPATION AGREEMENT

APPENDIX F COMMITMENT LETTER TEMPLATE

APPENDIX G FORM OF LETTER OF CREDIT

APPENDIX H CONSTRUCTION INSURANCE UNDERWRITING QUESTIONNAIRE

SUMMARY OF KEY INFORMATION

RFP TITLE	<p>The title of this RFP is:</p> <p style="text-align: center;">Request for Proposals for BC Cancer Agency Centre for the North Project</p> <p>Proponents should use this title on all correspondence.</p>
CONTACT PERSON	<p>The Contact Person for this RFP is:</p> <p style="text-align: center;">Dawn Hart, Partnerships BC</p> <p style="text-align: center;">Email: dawn.hart@partnershipsbc.ca</p> <p>Please direct all Enquiries, in writing, to the above named Contact Person. No telephone enquiries please.</p>
ENQUIRIES	<p>Proponents are encouraged to submit Enquiries at an early date to permit consideration by the Authority; the Authority may, in its discretion, decide not to respond to any Enquiry related to the Technical Proposal received after 3:00 p.m. (local time) on the day that is 15 days before the Technical Proposal Closing Time.</p> <p>The Authority may, in its discretion, decide not to respond to any Enquiry related to the Financial Proposal received after 3:00 p.m. (local time) on the day that is 15 days before the Financial Proposal Closing Time.</p>
CLOSING TIME	<p>Technical Proposal Closing Time is:</p> <p style="text-align: center;">July 24, 2009</p> <p style="text-align: center;">At 1:00 p.m. (local time in Vancouver)</p> <p>Financial Proposal Closing Time is:</p> <p style="text-align: center;">August 14, 2009</p> <p style="text-align: center;">At 1:00 p.m. (local time in Vancouver)</p>
DELIVERY ADDRESS	<p>The Delivery Address is:</p> <p style="text-align: center;">Partnerships BC</p> <p style="text-align: center;">2320 – 1111 West Georgia Street</p> <p style="text-align: center;">Vancouver, B.C. V6E 4M3</p>
DELIVERY HOURS	<p>Deliveries will be accepted at the Delivery Address on weekdays (excluding Statutory Holidays) from 8:30 a.m. to 4:00 p.m. (local time in Vancouver), but no later than the Technical Proposal Closing Time or the Financial Proposal Closing Time, as the case may be.</p>

1. INTRODUCTION

1.1 Purpose of this RFP

The purpose of this request for proposals (“**RFP**”) is to invite eligible Proponents to prepare and submit competitive Proposals for the design, construction, financing, and maintenance of a new cancer centre (the “**Facility**”) under a long term project agreement (the “**Project Agreement**”).

1.2 Administration of this RFP

Partnerships BC is managing this RFP on behalf of the Authority.

1.3 Eligibility to Participate in this RFP

Through a request for qualifications (“**RFQ**”) issued July 31, 2008 by the Authority, the following consortia are qualified to participate in this RFP:

- (a) Northern Gateway Health;
- (b) Plenary Health; and
- (c) Sequence Health.

Only these three Proponents, subject to changes in Proponent team membership as permitted by this RFP, may submit Proposals or otherwise participate in this RFP.

1.4 Definitions

Refer to Section 11.1 for the defined terms used in this RFP.

2. RFP PROCUREMENT PROCESS

2.1 Collaborative Meetings

Prior to the Technical Proposal Closing Time, the Authority will make available certain of its personnel, consultants and advisors (the “**Authority Representatives**”) to participate in collaborative meetings (“**Collaborative Meetings**”) with the Proponents. The Authority expects the Collaborative Meetings to take place as follows:

- (a) the purposes of the Collaborative Meetings include
 - (1) providing the Authority Representatives with comments on affordability issues or draft Project Agreement concerns;

- (2) providing Proponents with some comments and feedback from the Authority on the general acceptability of particular solutions Proponents may be considering for various aspects of their Proposals; and
 - (3) providing an opportunity for each of the Proponents and the Authority to raise issues including innovation and future expansion of the Facility;
- (b) at least five Business Days in advance of each Collaborative Meeting (ten Business Days in the case of any Collaborative Meeting with respect to insurance matters), each Proponent should provide the Authority with a proposed meeting agenda and a list of prioritized issues it would like to discuss and the Authority may provide Proponents with comments on the agenda and a list of any prioritized issues the Authority would like to discuss;
 - (c) the Authority will determine which Authority Representatives will be present at any Collaborative Meeting;
 - (d) at each Collaborative Meeting, a Proponent may have such officers, directors, employees, consultants and agents of the Proponent and the Proponent Team members present as the Proponent considers reasonably necessary for effective communication with the Authority and to fulfil the objectives of the Collaborative Meeting provided that the Authority may, in its discretion, limit the number of participants at any one meeting;
 - (e) to facilitate free and open discussion at the Collaborative Meetings, Proponents should note that any comments provided by or on behalf of the Authority during any Collaborative Meeting, including in respect of any particular matter raised by a Proponent or which is included in any documents or information provided by a Proponent prior to or during the Collaborative Meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Authority during the Collaborative Meetings to anything said or provided by Proponents will not in any way bind the Authority and will not be deemed or considered to be an indication of a preference by the Authority even if adopted by the Proponent. Prior to the commencement of each Collaborative Meeting, Proponents will at the first Collaborative Meeting, and may at any subsequent Collaborative Meeting, be required to acknowledge, in writing, the non-binding nature of the comments provided by or on behalf of the Authority during each Collaborative Meeting;
 - (f) if a Proponent wishes to rely upon anything said or indicated at a Collaborative Meeting, then the Proponent must submit an Enquiry describing the information it would like to have confirmed and request that the Authority provide that information to the Proponent in written form and, if such information relates to a clarification, explanation or change to a provision of the RFP or the Project Agreement, request an Addendum to the RFP clarifying and amending the provision in question;

- (g) the Authority will use reasonable efforts to distribute to all Proponents any new information provided by the Authority to any Proponent during a Collaborative Meeting, save and except that information which may be related to items raised by a Proponent in an Enquiry on the basis that such item would be treated as “Commercial in Confidence” and where, under Section 6.5, the Authority considered it would be dealt with on that basis;
- (h) the Authority anticipates holding full-day Collaborative Meetings with each Proponent once per month prior to the Technical Proposal Closing Date. Following the release of the RFP, the Authority will consult with each Proponent to confirm specific dates for Collaborative Meetings. If the Authority considers it desirable or necessary to schedule additional or fewer Collaborative Meetings, the Authority may, in its discretion, amend the anticipated schedule.

2.2 Comments on the Project Agreement

Each Proponent should review the initial draft Project Agreement attached as Volumes 3 and 4 of this RFP (the “**Initial Draft Project Agreement**”) for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- (a) the Authority will invite Proponents as part of the Collaborative Meeting process to discuss possible clarifications or amendments to the Initial Draft Project Agreement, including with respect to commercial, legal, design and construction, and facilities management matters;
- (b) at least five Business Days in advance of the first Collaborative Meeting to discuss legal and commercial matters, each Proponent should provide the Authority with a prioritized list of requested changes, if any, to the Initial Draft Project Agreement using the Proponent comments form attached as Appendix D, together with the agenda and issues list described in Section 2.1(a); and
- (c) the Authority will consider all comments and requested clarifications or amendments received from the Proponents in the meetings and will amend the Initial Draft Project Agreement as the Authority may determine in its discretion. The Authority will then issue, by Addendum, a revised draft Project Agreement identified as the “Final Draft Project Agreement” (the “**Final Draft Project Agreement**”).

The Final Draft Project Agreement will be the common basis for the preparation of all Proposals, and Proponents should not in their Proposal make any modifications, changes or additions to the Final Draft Project Agreement except for modifications, changes or additions to the Output Specifications as provided for in Section 4.11 or modifications, changes or additions provided for in Section 8.3.

2.3 Data Room

The Authority has established a web site to be used as an electronic data room (the “**Data Room**”) in which it has placed documents in the possession of the Authority that the Authority has identified as relevant to the Project and to the Project site, and that may be useful to Proponents. The Authority does not make any representation as to the relevance, accuracy or completeness of any of the information available in the Data Room except as the Authority may advise with respect to a specific document. The Authority will grant Proponents access to the Data Room and may require Proponents to execute an agreement to keep information contained in the Data Room confidential.

The information in the Data Room may be supplemented or updated from time to time. Although the Authority will attempt to notify Proponents of all updates, Proponents are solely responsible for ensuring they check the Data Room frequently for updates and to ensure the information used by the Proponents is the most current, updated information.

3. KEY PROJECT ISSUES

3.1 Municipal Approvals

In accordance with the Project Agreement, Project Co will be responsible for obtaining all permits and approvals required for the design and construction of the Facility, and to ensure that its design for the Facility complies with the applicable zoning and related City requirements.

The Authority has initiated discussions with the City with respect to the Project and the competitive procurement in this RFP as follows:

- (a) The Prince George Regional Hospital (“**PGRH**”) site is currently zoned P3: Major Institutional. The regulations for that zone are located in the Data Room and the entire zoning bylaw can be found at:
http://www.city.pg.bc.ca/city_services/cpd/zoning_7850_2007.
- (b) Project Co will have the responsibility to obtain a “Development Permit” from the City as required for Project Co’s design of the Facility, and to obtain the City’s approval for utility connections and other matters. Project Co may, at its risk, seek zoning variances or permit modifications for the benefit of its design and Proposal. The Authority will include in the Data Room a document provided by the City which describes the process for obtaining a Development Permit.
- (c) The City has agreed to meet separately and confidentially with individual Proponents prior to the Technical Proposal Closing Time to permit Proponents to obtain information they may require for the preparation of Proposals. Proponents should request a meeting with the City only through the Contact Person and the Contact Person will coordinate the Proponents’ requests with the City. Each Proponent should include with its meeting request:

- (1) an agenda for the proposed meeting; and
- (2) a request for representatives of specific disciplines (such as planning or engineering, for example) to attend the proposed meeting on behalf of the City.

3.2 Parking

Construction of the Facility will affect existing parking capacity at PGRH (since the Facility is planned to be located over an existing staff parking area) as well as create additional parking demands on the PGRH campus. Accordingly, the Authority is seeking proposals for both a temporary parking solution (during construction) and a permanent parking solution (post-construction).

(a) Temporary Parking Solution (During Construction)

As described in Schedule 3 to the Project Agreement, the Authority will require the successful proponent to provide temporary parking stalls during the construction of the Facility to replace any existing parking stalls that are made unavailable due to construction. In addition, the Authority will require construction workers to park off the PGRH site during construction, and so Proponents should consider additional temporary parking for construction workers.

The Authority encourages Proponents to consider the temporary parking initiatives described on page 7 of the document entitled "Northern Cancer Control Strategy: Parking Analysis and Recommendations For Prince George Regional Hospital Site" dated February 9, 2009 (a copy of which is located in the Data Room), but Proponents are responsible for coming to their own conclusions regarding the feasibility of any proposed temporary parking solution. Proponents should not contact the City or School District 52 to discuss the possible use of temporary parking sites referenced in the Parking Analysis and Recommendations. Any such discussions will be coordinated and handled by the Authority and NHA through the Contact Person.

(b) Permanent Parking Solution (Post-Construction)

As described in Schedule 3 to the Project Agreement, the Authority will require the successful proponent to provide a parking solution to replace any existing parking stalls that are permanently lost to construction; plus 86 additional stalls to meet expected parking demands for the new Facility.

Proponents may propose any type of parking facility (or combination of parking facilities) for their permanent parking solution. Proponents may refer to the document entitled "Northern Cancer Control Strategy: Parking Analysis and Recommendations For Prince George Regional Hospital Site" dated February 9, 2009 for more information regarding these options, but Proponents are responsible for coming to their own conclusions regarding the feasibility of implementing any proposed parking solution.

3.3 Equipment, Services and Energy

(a) Equipment

Project Co will be responsible for designing the Facility to accommodate the installation, operation, repair and maintenance of all equipment required as part of the Facility or for the intended uses of the Facility in accordance with the Project Agreement. The Authority and Project Co will be responsible to procure and deliver the equipment as categorized in Appendix 2E of the Project Agreement. Pursuant to Appendix 2E of the Project Agreement, Project Co is required to provide early access to certain areas of the Facility to permit the installation and commissioning of certain key equipment, such as linear accelerators.

(b) Services

Project Co will be responsible for providing the following services over the term of the Project Agreement:

- (1) Plant Services (see Appendix 4C to the Initial Draft Project Agreement);
- (2) Help Desk Services (see Appendix 4D to the Initial Draft Project Agreement); and
- (3) Utility Management Services (see Appendix 4E to the Initial Draft Project Agreement); and

Project Co will not be responsible for clinical operations or the maintenance of clinical equipment.

(c) LEED / Energy

Project Co will be required to obtain LEED Gold Certification for the Facility under the LEED Canada-NC 1.0 rating system. In addition, the Project Agreement includes provision for a design and construction energy target for energy efficiency.

4. AFFORDABILITY

4.1 Affordability Ceiling

The Authority has identified a mandatory affordability ceiling for the Project (the “**Affordability Ceiling**”), calculated as the maximum value of the net present cost (“**NPC**”) of all Service Payments (inclusive of allowable escalations and all taxes except GST) discounted using the Maximum Project IRR. Project approvals have been based on the Affordability Ceiling. Based on the current Reference Rate as of March 2, 2009, the Affordability Ceiling is \$72.241 million. If the Reference Rate as of July 24, 2009 differs from the Reference Rate on March 2, 2009, the Authority will recalculate the Affordability Ceiling as of July 24, 2009 using the updated Maximum Project IRR as set out in Section 4.5 which will be communicated to Proponents by way of Addendum.

4.2 The Authority's Calculation of the Affordability Ceiling

The Authority and its advisors determined the Affordability Ceiling using a shadow financial model based on the Initial Draft Project Agreement, including the Output Specifications, the Indicative Design, costing information and market-based financial and other assumptions.

The Affordability Ceiling was calculated by using the NPC of all the Service Payments discounted at 7.43% to the Base Date. Although 7.43% is the same percentage as the percentage stipulated as the Maximum Project IRR, the Affordability Ceiling is calculated on different cash flows from the cash flows used to calculate the Maximum Project IRR, and includes the following assumptions:

- (a) a Project IRR equal to the Maximum Project IRR;
- (b) CPI is a constant rate of 2.50% for portions of the Service Payments that are Index Linked;
- (c) the life cycle component of the Service Payments is uniform in real dollars as of the Base Date;
- (d) construction schedule of 32 months, starting Feb 1, 2010;
- (e) no Deductions are made under the payment mechanism; and
- (f) excludes any payment by the Authority for insurance that it is responsible for procuring.

4.3 The Proponent's Calculation of the NPC of the Service Payments

The NPC of the Service Payments in Proposals submitted by Proponents must be less than, or equal to, the Affordability Ceiling, and is subject to analysis by the Authority. The assumptions and methodology Proponents are to use in calculating the NPC of Service Payments are:

- (a) Service Payments are to be inclusive of allowable escalations and all taxes except GST;
- (b) CPI is a constant rate of 2.50% for portions of the Service Payments that are Index Linked;
- (c) a Project IRR equal to the lesser of the Maximum Project IRR and the Expected Project IRR;
- (d) no Deductions are to be made to the Service Payments;
- (e) Service Payments discounted semi-annually to the Base Date using the Maximum Project IRR;

- (f) Service Payments will commence no later than January 1, 2013, irrespective of any later date for Service Commencement shown in the Proposal; and
- (g) excludes any payment by the Authority for insurance that it is responsible for procuring.

4.4 Affordability Threshold

Without limiting the requirement in respect of the Affordability Ceiling, if a Proponent's Expected Project IRR is greater than the Maximum Project IRR, then the Proponent is to include in its Proposal a second calculation of the NPC of the Service Payments (the "**Affordability Threshold**"), calculated in the same manner as the Affordability Ceiling as set out in Section 4.3, except that the Project IRR should be the Expected Project IRR.

4.5 Maximum Project IRR

The Authority has set a maximum pre-tax Project IRR of 7.43% (the "**Maximum Project IRR**").

Based on the current Reference Rate as of March 2, 2009, the Maximum Project IRR is the percentage set out above. If the Reference Rate as of July 24, 2009 differs from the Reference Rate on March 2, 2009, the Authority will recalculate the Maximum Project IRR as of July 24, 2009 using the updated Reference Rate as of that date and the updated Maximum Project IRR will be communicated to Proponents by way of Addendum.

4.6 Life Cycle Costs

The calculation of the NPC of all Service Payments in the Proposal submitted by the Proponent should be based on uniform payments from the Authority and should not include non-uniform or additional payments for any item, including costs to refurbish or replace any aspect of the Facility for which Project Co is responsible under the Project Agreement.

4.7 Committed Financing Requirements

As set out in this Section 4.7 and in Appendix A (Proposal Requirements, Pricing Schedule and Evaluation Criteria) of this Volume 2, each Proponent should demonstrate in its Financial Proposal that it has sufficient debt and equity commitments to finance the Project.

In recognition of the potential difficulty and cost that Proponents may have in obtaining committed debt finance until the end of the Proposal Validity Period, in its Financial Proposal each Proponent:

- (a) must include a commitment letter substantially in the form set out in Appendix F [Commitment Letter Template] from each of its proposed Senior Lenders, indicating a minimum commitment of 30 days; and

- (b) should indicate whether the committed debt finance is renewable, and on what terms, or if it is subject to replacement, all of which may be taken into account by the Evaluation Committee in evaluating Proposals.

The Authority expects that committed financing requirements will be a subject of discussion at the Collaborative Meetings and look forward to hearing the Proponents' feedback on this subject.

4.8 Financial Re-Submission

Until the end of the Proposal Validity Period, each Proponent:

- (a) may, subject to Section 4.9(a), renew or replace the Senior Debt financing described in its Proposal and submit a re-pricing of the Proposal to the Authority (a **“Financial Re-Submission”**) no more than once every 30 days after the Financial Proposal Closing Time; and
- (b) should submit a Financial Re-Submission to the Authority when requested by notice in writing from the Authority.

Equity and all other non-Senior Debt finance commitments contained in a Proposal should not change in a Financial Re-Submission without the Authority's prior consent.

4.9 Contents of a Financial Re-Submission

In each Financial Re-Submission, Proponents should:

- (a) not increase the Senior Debt interest rate spread margins taking into account all other payments and fees which were contained in its Financial Proposal, unless the Proponent:
 - (1) provides written notice to the Contact Person; and
 - (2) demonstrates to the Authority's satisfaction that the Proponent has used its best commercial efforts to maintain or reduce those margins and that any increase is required as a direct result of events:
 - (A) external to the Proponent and the Proponent Team members;
 - (B) beyond the control of the Proponent and the Proponent Team members; and
 - (C) that constitute a material adverse change to the conditions underlying the Senior Debt financing margins subject to the increase;
- (b) include the following:

- (1) a new commitment letter from each proposed Senior Lender substantially in the form set out in Appendix F [Commitment Letter Template] and indicating a minimum commitment of 30 days; and
- (2) a revised calculation of the NPC of the Services Payments; and
- (c) include the following if requested by the Authority:
 - (1) any changes to the Financing Plan as described in Section 1.6 of Appendix A provided at the time of delivery of the Financial Proposal;
 - (2) a revised (and fully optimized) Financial Model as described in Section 1.7 of Appendix A; and
 - (3) revisions to the pricing schedules resulting from the re-pricing.

4.10 Interest Rate Changes

Subject to selection of the Preferred Proponent and reaching Financial Close, the Authority will bear the costs and obtain the benefits from changes in the Reference Rate and changes in the Senior Debt interest rate spread margins. Accordingly, after selection of the Preferred Proponent, the Authority may require the Preferred Proponent to seek Changed Funding Arrangements as set out in Section 8.2.

4.11 Changes to Output Specifications to Ensure Affordability (Scope Ladder)

If not all of the elements of the Output Specifications are achievable within the Affordability Ceiling, a Proponent may propose to amend the scope of the Project in order to ensure that its Proposal is equal to or below the Affordability Ceiling. The Authority encourages confidential discussion of possible scope additions and reductions during the Collaborative Meetings.

The Authority intends to prepare, and issue by Addendum prior to the final Collaborative Meeting, a list of scope ladder changes, if required based on feedback received during Collaborative Meetings and in consultation with Authority Representatives. Proponents proposing changes to the Output Specifications should limit their proposed changes to items identified on the list of scope ladder changes issued by the Authority.

5. PROPOSAL REQUIREMENTS

5.1 Participation Agreement

As a condition of participating in this RFP each Proponent and each of its Equity Members must sign and deliver to the Contact Person a participation agreement ("**Participation Agreement**") substantially in the form attached as Appendix E or otherwise acceptable to the Authority in its discretion. Proponents will not be provided with access to the Data Room or be invited to participate in Collaborative Meetings unless they have signed and delivered a Participation Agreement as required by this Section.

5.2 Proposal Form and Content

Proposals should be in the form and include the content described in Appendix A and separated into the following packages as described in Appendix A:

Technical Proposal

Financial Proposal

5.3 Drawings

For plans/drawings requested in Appendix A, Proponents should submit as appropriate (i) full-size drawings; and (ii) reduced-sized drawings incorporated within the text of their Proposal.

5.4 Pricing Schedules

Proposals should include completed pricing schedules included in Appendix A.

6. SUBMISSION INSTRUCTIONS

6.1 Closing Times and Delivery Address

Proposals must be delivered to the Delivery Address as follows:

- (a) Technical Proposal: Proponents should submit to the Delivery Address by the Technical Proposal Closing Time 11 hard copies (10 bound copies numbered 1 through 10; plus one unbound copy marked as "Master") and one electronic copy (on CD, with a label on each CD describing its contents) of the technical portion of the Proposal in a package clearly marked "Request for Proposals for BC Cancer Agency Centre for the North Project" and made up of the following:
 - (1) the cover letter (and all attachments) to the Proposal as described at the beginning of Appendix A to this RFP in Section A;
 - (2) the portion of the Proposal Requirements set out in Section 2 of Appendix A to this RFP and described as Technical Proposal other than the massing model described in Section 2.3.1.3(e) of Appendix A to this RFP;
 - (3) the portion of the Proposal Requirements set out in Section 3 of Appendix A to this RFP described as "Package 3 - [Services]".
- (b) Massing Model: Proponents should submit to the address noted below by the Financial Proposal Closing Time the massing model described in Section 2.3.1.3(e) of Appendix A to this RFP:

[Delivery address for the model to be confirmed by Addendum]

To maintain confidentiality, Proponents should ensure the massing model is appropriately covered at the time of delivery.

- (c) **Financial Proposal:** Proponents should submit to the Delivery Address by the Financial Proposal Closing Time 6 hard copies (5 bound copies numbered 1 through 5; plus one unbound copy marked as “Master”) and one electronic copy (on CD, with a label on each CD describing its contents) of the financial portion of the Proposal in a package clearly marked “Request for Proposals for BC Cancer Agency Centre for the North Project” and made up of the following:
- (1) a completed Proposal Declaration Form in the form attached as Appendix B to this RFP;
 - (2) the portion of the Proposal Requirements set out in Section 1 of Appendix A to this RFP described as Financial Proposal; and
 - (3) the completed pricing schedules as described in Part B of Appendix A to this RFP.

The Technical Proposal must be received at the Delivery Address before the Technical Proposal Closing Time and the Financial Proposal must be received at the Delivery Address before the Financial Proposal Closing Time. Proposals received after the applicable Closing Times will not be considered and will be returned unopened.

Massing models not delivered in accordance with Section 6.1(b) will not be considered for the purposes of evaluation of Proposals.

If the Authority considers that a Proponent has included in its Financial Proposal any items that should have been included in the Technical Proposal, the Authority may, in its discretion, disregard any such items if they were submitted after the Technical Proposal Closing Time.

6.2 No Fax or Email Submission

Proposals submitted by fax or email will not be accepted.

6.3 Language of Proposals

Proposals should be in English. Any portion of a Proposal not in English may not be evaluated.

6.4 Receipt of Complete RFP

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the Technical Proposal Closing Time. The Authority accepts no responsibility for any Proponent lacking any portion of the RFP.

6.5 Enquiries

All enquiries regarding any aspect of this RFP should be directed to the Contact Person by email (each, an “**Enquiry**”), and the following applies to any Enquiry:

- (a) responses to an Enquiry will be in writing;
- (b) all Enquiries, and all responses to Enquires from the Contact Person, will be recorded by the Authority;
- (c) the Authority is not required to provide a response to any Enquiry;
- (d) a Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry “Commercial in Confidence” if the Proponent considers the Enquiry is commercially confidential to it;
- (e) if the Authority decides that an Enquiry marked “Commercial in Confidence”, or the Authority’s response to such an Enquiry, must be distributed to all Proponents, then the Authority will permit the enquirer to withdraw the Enquiry rather than receive a response and if the Proponent does not withdraw the Enquiry, then the Authority may provide its response to all Proponents;
- (f) notwithstanding Section 6.5(d) and 6.5(e):
 - (1) if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as “Commercial in Confidence”, the Authority may provide a response to such Enquiry to all Proponents; and
 - (2) if the Authority determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry including an Enquiry marked “Commercial in Confidence”, the Authority may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.

Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

6.6 Electronic Communication

Proponents should not communicate with the Contact Person by fax. The Contact Person may not respond to any communications sent by fax.

The following provisions will apply to any email communications with the Contact Person, or the delivery of documents to the Contact Person by email where such email communications or delivery are permitted by the terms of this RFP:

- (a) the Authority does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - (1) for ensuring that any electronic email system being operated for the Authority or Partnerships BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
 - (2) if a permitted email communication or delivery is not received by the Authority or Partnerships BC, or received in less than its entirety, within any time limit specified by this RFP; and
- (b) all permitted email communications with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

6.7 Addenda

The Authority may, in its absolute discretion through the Contact Person, amend this RFP at any time by issuing a written addendum. Written addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to Enquiries as provided by Section 6.6, will be included in or in any way amend this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Authority is authorized to amend or clarify this RFP. The Authority will send a copy of all Addenda to all Proponents.

6.8 Intellectual Property Rights

- (a) Grant of Licence

Subject to Section to Section 6.8(b), by submitting a Proposal, each Proponent will and will be deemed to have:

- (1) granted to the Authority a royalty-free license without restriction to use for this Project any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets (collectively the "**Intellectual Property Rights**") contained in the Proponent's Proposal, or that are otherwise disclosed by the Proponent to the Authority; and
- (2) waived or obtained a waiver of all moral rights contained in the Proposal.

The Authority acknowledges and agrees that Proponents will not be responsible or liable for any use by the Authority or any sub-licensee or assignee of the Authority of any Intellectual Property Rights contained in a Proposal.

(b) Exceptions to Licence

The license granted under Section 6.8(a) does not extend to Third Party Intellectual Property Rights to non-specialized third party technology and software that are generally commercially available. By submitting a Proposal, each Proponent represents to the Authority that it owns or has, and will continue to own or have at the Financial Proposal Closing Time, all necessary rights to all Third Party Intellectual Property Rights contained in its Proposal or otherwise disclosed by the Proponent to the Authority and, subject to the foregoing exceptions, has the right to grant a license of such Third Party Intellectual Property Rights in accordance with Section 6.8(a).

6.9 Inconsistency between Paper and Electronic Form

If there is any inconsistency between the paper form of a document issued by or on behalf of the Authority to Proponents and the digital, electronic or other computer readable form, the paper form of the document will prevail.

6.10 Amendments to Proposals

A Proponent may amend any aspect of its:

- (a) Technical Proposal at any time prior to the Technical Proposal Closing Time by delivering written notice, or written amendments, to the Delivery Address prior to the Technical Proposal Closing Time; and
- (b) Financial Proposal at any time prior to the Financial Proposal Closing Time by delivering written notice, or written amendments, to the Delivery Address prior to the Financial Proposal Closing Time.

6.11 Changes to Proponent Teams

If for any reason a Proponent wishes or requires to change a member of its Proponent Team after it was short-listed by the Authority under the RFQ, or to include new members on its team, then the Proponent must submit a written application to the Authority for approval, including supporting information that may assist the Authority in evaluating the change. The Authority, in its absolute discretion, may grant or refuse an application under this Section, and in exercising its discretion the Authority will consider the objective of achieving a competitive procurement process that is not unfair to the other short-listed Proponents. For clarity:

- (a) the Authority may refuse to permit a change to the membership of a Proponent Team if the change would, in the Authority's judgement, result in a weaker team than the originally short-listed Proponent team; or

- (b) the Authority may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a team member, or changes to the legal relationship between the Proponent or individual team members, such as the creation of a new joint venture or other legal entity or relationship in place of the short-listed Proponent.

6.12 Validity of Proposals

Subject to Section 4.9, by submitting a Proposal, each Proponent agrees that:

- (a) its Proposal, including all prices and input costs (except Senior Debt margins), will remain fixed and irrevocable from the Financial Proposal Closing Time until midnight at the end of the 120th day following the Financial Proposal Closing Time (the “**Proposal Validity Period**”); and
- (b) after the expiry of the Proposal Validity Period, all prices and input costs (except Senior Debt margins) in its Proposal may not be adjusted unless the Proponent provides notice to the Authority of any proposed adjustment and demonstrates to the satisfaction of the Authority that the Proponent has used its best efforts to continue to maintain the prices and input costs firm and valid, but that despite such best efforts, the specified adjustments to the prices and input costs, are required solely as a direct result of one or more events that:
 - (1) are external to the Proponent and the Proponent Team members;
 - (2) could not have been prevented by and are beyond the control of the Proponent and any of its Proponent Team Members; and
 - (3) constitute a material adverse change to the conditions underlying the prices and input costs that are subject to the adjustment.

A Proponent may indicate in its Proposal a Proposal Validity Period which exceeds 120 days.

6.13 Material Change after RFP Closing Time

A Proponent will give immediate notice to the Authority of any material change that occurs to a Proponent after either Closing Time, including a change to its membership or a change to financial capability.

7. EVALUATION

7.1 Evaluation Committee

The Authority will appoint a committee (the “**Evaluation Committee**”) to evaluate Proposals and identify the Preferred Proponent. The Evaluation Committee may be assisted by other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors or employees of the Authority.

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7.2 Evaluation Criteria

The Evaluation Committee will evaluate Proposals by application of the Evaluation Criteria as set out in Appendix A. Without limiting the foregoing, the overall objective of the evaluation is to select the Proposal that will provide the best health care facility within the Affordability Ceiling, including with reference to the Authority's objectives for the Facility as set out below (the "**Project Objectives**"):

Project Objective	Elements
Support the Authority's initiatives in Northern BC	Meet key building design and operations requirements as they relate to the Project Vision and Guiding Principles.
	Achieve Service Commencement by 2012
Create a centre which allows the delivery of quality cancer care in an efficient and effective manner.	Develop a site design with specific reference to function, operational efficiency, interaction, communication and way finding at the macro level for the Facility as a whole.
	Effectively and efficiently integrate patient flows, clinical and non-clinical staff flows, and intradepartmental relationships with reference to workflow analysis, relative travel distances, and key linkages within and between functional elements.
	Meet or exceed LEED Gold standard
Create a centre which blends seamlessly into the existing campus	Address traffic, parking, pedestrian and loading issues
	Address building accessibility for vehicles, patients, staff and visitors
	Address emergency servicing issues.
	Provide flexibility for growth through future site development / redevelopment
	Be integrated and compatible with PGRH functions.

Project Objective	Elements
Create a centre that reflects and complements the community.	Be compatible with the cultural context of Prince George and the North including consideration of First Nations' sensitivities.
	Encourage the use of wood construction where practical.

7.3 Affordability

Notwithstanding any proposed change to the scope of the Project as may be permitted in accordance with Section 4.11, the Evaluation Committee will evaluate the whole of each Proposal on the basis of the Evaluation Criteria. Proponents should not assume that a Proposal which includes the full scope of elements set out in the Output Specifications will necessarily be evaluated higher than a Proposal with a reduced Project scope.

The Authority reserves the right:

- (a) not to evaluate a Proposal if:
 - (1) the Affordability Threshold of the Proposal exceeds the Affordability Ceiling; and
 - (2) the Authority receives a Proposal from any other Proponent in which the Affordability Threshold is less than or equal to the Affordability Ceiling;
- (b) to evaluate any Proposal if:
 - (1) the Affordability Threshold of the Proposal exceeds the Affordability Ceiling; and
 - (2) the Affordability Threshold of all Proposals submitted by Proponents exceed the Affordability Ceiling.

7.4 Mandatory Requirements

The Authority will review Proposals on a preliminary basis to determine whether they comply with the Mandatory Requirements. Proposals which do not, in the opinion of the Authority, comply with the Mandatory Requirements will be rejected and not considered further in the evaluation process.

The Authority has determined that the following are the Mandatory Requirements:

- (a) the Proponent and each of its Equity Members must have signed and delivered to the Contact Person the Participation Agreement in accordance with Section 5.1;
- (b) the Technical Proposal must be received at the Delivery Address before the Technical Proposal Closing Time;

- (c) the Financial Proposal must be received at the Delivery Address before the Financial Proposal Closing Time. and
- (d) the NPC of Service Payments in the Proposal must not exceed the Affordability Ceiling.

7.5 Evaluation and Selection

To assist in evaluation of the Proposals, the Evaluation Committee may, in its discretion, but is not required to:

- (a) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal or other persons not listed in a Proposal, verify any and all information regarding a Proponent, including its directors, officers and Key Individuals, and conduct any background investigations that it considers necessary, and the Evaluation Committee may rely on and consider any relevant information from such references or investigations in the evaluation of Proposals;
- (b) seek clarification or rectification of a Proposal from any or all Proponents and consider such supplementary information in the evaluation of Proposals;
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, with such interviews or presentations conducted in the discretion of the Authority, including the time, location, length and agenda for such interviews or presentations, and the Evaluation Committee may consider any supplementary information from such interviews or presentations in the evaluation of Proposals; and
- (d) decide not to complete a detailed evaluation of a Proposal if the Evaluation Committee concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to other Proposals is not in contention to be selected as the Preferred Proponent.

8. SELECTION OF PREFERRED PROPONENT AND AWARD

8.1 Selection and Award

The Evaluation Committee will evaluate and may recommend a Preferred Proponent to the Authority. The Authority may accept or reject the Evaluation Committee's recommendation.

If the Authority selects a Preferred Proponent, the Authority will invite the Preferred Proponent to enter into final discussions to settle all terms of the Project Agreement, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided during the evaluation of Proposals.

If for any reason the Authority determines that it is unlikely to reach final agreement with the Preferred Proponent, then the Authority may terminate the discussions with the Preferred Proponent and proceed in any manner that the Authority may decide, in consideration of its own best interests, including:

- (a) terminating the procurement process entirely and proceeding with some or all of the Project in some other manner, including using other contractors; or
- (b) inviting one of the other Proponents to enter into discussions to reach final agreement for completing the Project.

Any final approvals required by the Authority, such as from the board of the Authority or from the Provincial Government, will be conditions precedent to the final execution or commencement of the Project Agreement.

8.2 Changed Funding Arrangements

Without limiting the Authority's rights under this RFP, if at any time after selection of the Preferred Proponent:

- (a) the Preferred Proponent fails to renew or replace its committed debt financing in accordance with Sections 4.8 and 4.9;
- (b) the NPC of the Service Payments in the Proposal is greater than the Affordability Threshold; or
- (c) the Authority determines that the credit spread between the Reference Rate and the Preferred Proponent's Senior Debt rate is or at any time becomes inconsistent with market pricing or that for any other reason related to the Senior Debt (including cover ratios or other requirements) better value for money could be achieved,

the Authority may request the Preferred Proponent to seek alternative funding arrangements, subject to the review and approval of the Authority; or the Authority may obtain additional or other funding; or the Authority and the Preferred Proponent may together seek any alternative funding arrangements (collectively, the "**Changed Funding Arrangements**"), and the parties may negotiate the Changed Funding Arrangements and any related matter.

8.3 Final Draft Project Agreement

It is the intention of the Authority that:

- (a) any issues with respect to the Project Agreement will be discussed during the Collaborative Meetings and settled prior to issuance of the Final Draft Project Agreement; and

- (b) once issued, the Final Draft Project Agreement will not be further modified and is to be executed by the Preferred Proponent without further amendment, except for changes, modifications and additions:
- (1) relating to the determination by the Authority, in its discretion, of which:
 - (A) parts, if any, of the Proposal are to be incorporated by reference or otherwise, into the Project Agreement or otherwise pursuant to express provisions of the Project Agreement; or
 - (B) modifications, changes or additions, if any, requested by a Proponent pursuant to Section 4.11 (Changes to Output Specifications to Ensure Affordability (Scope Ladder)) are acceptable to the Authority;
 - (2) to those provisions or parts of the Final Draft Project Agreement which are indicated as being subject to completion or finalization or which the Authority determines in its discretion, require completion or finalization, including provisions which require:
 - (A) modification or the insertion or addition of information relating to the Proponent's formation (e.g. corporate, partnership or trust structure) and funding structure; and
 - (B) modification or the insertion or addition of information in order to reflect accurately the nature of the Proponent's relationships with its principal subcontractors (including each of the Project Contractors);
 - (3) required by the Authority to complete, based on the Proposal, any provision of the Final Draft Project Agreement, including changes, modifications and additions contemplated in or required under the terms of the Final Draft Project Agreement;
 - (4) that are necessary to create or provide for a duly authorized and legally complete and binding agreement;
 - (5) that enhance clarity in legal drafting; or
 - (6) that may be required as a consequence of Changed Funding Arrangements.

The Authority also reserves the right in its discretion to negotiate changes to the Final Draft Project Agreement and to the Preferred Proponent's Proposal.

8.4 Preferred Proponent Security Deposit

Subject to the terms of this RFP:

- (a) the Authority will invite the Preferred Proponent to deliver the Preferred Proponent Security Deposit on or before the date and time specified by the Authority, such date not to be earlier than 5 Business Days after notification of the appointment of the Preferred Proponent; and
- (b) the Preferred Proponent's eligibility to remain the Preferred Proponent is conditional upon the Preferred Proponent delivering the Preferred Proponent Security Deposit to the Authority on or before the date and time specified by the Authority.

8.5 Return of Security Deposit

Subject to Section 8.6, the Authority will return the Preferred Proponent Security Deposit to the Preferred Proponent:

- (a) within 10 days after receipt by the Authority of notice of demand from the Preferred Proponent, if:
 - (1) the Authority exercises its right under Section 10.1 to terminate the RFP process prior to entering into the Project Agreement for reasons unrelated to the Preferred Proponent or any member of the Preferred Proponent's Proponent Team; or
 - (2) the Authority fails, within the Proposal Validity Period, to execute and deliver an agreement substantially in the form of the Final Draft Project Agreement finalized by the Authority in accordance with Section 8.3, provided that such failure is not the result of:
 - (A) the failure of the Preferred Proponent to satisfy any conditions set out in the Final Draft Project Agreement; or
 - (B) any extensions to the Proposal Validity Period arising from any agreement by the Authority to negotiate changes to the Final Draft Project Agreement pursuant to Section 8.3; or
- (b) within 10 days of the occurrence of Financial Close with such Preferred Proponent.

8.6 Retention of Security Deposit

Notwithstanding any receipt by the Authority of the notice described in Section 8.5, the Authority may, in its discretion, draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit for the Authority's own use as liquidated damages, if:

- (a) the Proponent or any Proponent Team member is in material breach of any term of this RFP or the Participation Agreement; or
- (b) after receipt of written notice from the Authority:

- (1) the Preferred Proponent fails to execute and deliver an agreement substantially in the form of the Final Draft Project Agreement finalized by the Authority in accordance with Section 8.3; or
- (2) Financial Close fails to occur within 30 days (or such longer period as the parties may agree) of receipt of such notice from the Authority,

provided that any such failure was not the result of a significant event:

- (3) which could not have been reasonably prevented by, or was beyond the reasonable control of, the Preferred Proponent; and
- (4) the Preferred Proponent demonstrates to the Authority's satisfaction, acting reasonably, that the occurrence of such significant event would materially frustrate or render it impossible for the Preferred Proponent to perform its obligations under the Project Agreement for a continuous period of 180 days as if the Project Agreement was in force and effect.

8.7 Partial Compensation for Participation in the RFP

Upon execution of the Project Agreement, the Authority will pay \$250,000 (inclusive of any GST payable) to each unsuccessful Proponent that:

- (a) submitted a bona fide and responsive Proposal including meeting the Mandatory Requirements; and
- (b) provides to the Authority written acknowledgement of the disclaimers, limitations and waivers of liability and Claims contained in the RFP, including Section 10.14 (Limitation of Liability), and the Participation Agreement, and the grant of Intellectual Property Rights to the Authority and waiver of moral rights pursuant to Section 6.8.

If the Authority exercises its right under Section 10.1 to terminate the RFP process prior to entering into the Project Agreement with a Proponent, the Authority will pay to each Proponent the lesser of:

- (c) \$250,000 (inclusive of any GST payable); and
- (d) the substantiated out-of-pocket costs reasonably incurred by the Proponent in preparing its Proposal,

provided that if the Authority exercises such rights after the selection of a Preferred Proponent, the Preferred Proponent must have delivered the Preferred Proponent Security Deposit in accordance with Section 8.4 to be entitled to receive any such payment.

Notwithstanding the foregoing, the Authority will not be obligated to make any payment to a Proponent that withdraws from the Competitive Selection Process or is disqualified by the Authority in accordance with the terms of this RFP.

In determining whether to make available the partial compensation described in this Section 8.7, the Authority considered the potential value in obtaining the licence to the Authority of rights to the Intellectual Property Rights and waiver of moral rights pursuant to Section 6.8. Accordingly, after selection of the Preferred Proponent, Financial Close or the expiry of the Proposal Validity Period, the Authority may be willing to consider payment of up to \$250,000 (inclusive of any GST payable) to a Proponent that fails to meet the Mandatory Requirements on conditions satisfactory to the Authority and the Proponent. The conditions may include the Authority reviewing the Intellectual Property Rights (such as for a Proposal that was returned) and being satisfied with the value of such rights and the Proponent entering into an agreement with the Authority granting license rights to the Authority. Such arrangements will not be governed by the RFP.

8.8 Debriefs

The Authority will, following Financial Close, upon request from a Proponent, conduct a debriefing for that Proponent. In a debriefing the Authority may discuss the relative strengths and weaknesses of that Proponent's Proposal, but the Authority will not disclose or discuss any confidential information of another Proponent.

9. CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

9.1 Reservation of Rights

The Authority reserves the right to disqualify any Proponent that in the Authority's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Authority may consider to be in the public interest or otherwise required by the Authority.

9.2 Relationship Disclosure

Each Proponent, including each member of the Proponent Team, should fully disclose all relationships they may have with the Authority, any Restricted Party, or any other Person providing advice or services to the Authority with respect to the Project or any other matter that gives rise, or might give rise, to an unfair advantage:

- (a) by submission of completed Relationship Disclosure Forms with its Proposal; and
- (b) thereafter during the Competitive Selection Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

At the time of such disclosure, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been or will be implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as the Authority may require in its discretion in connection with the Authority's consideration of the disclosed relationship and proposed measures.

9.3 Use or Inclusion of Restricted Parties

The Authority may, in its discretion, disqualify a Proponent, or may permit a Proponent to continue and impose such conditions as the Authority may consider to be in the public interest or otherwise required by the Authority, if the Proponent is a Restricted Party, or if the Proponent uses a Restricted Party:

- (a) to advise or otherwise assist the Proponent respecting the Proponent's participation in the Competitive Selection Process; or
- (b) as a Proponent Team member or as an employee, advisor or consultant to the Proponent or a Proponent Team member.

Each Proponent is responsible to ensure that neither the Proponent nor any Proponent Team member uses or seeks advice or assistance from any Restricted Party, or includes any Restricted Party in the Proponent Team.

9.4 Current Restricted Parties

At this RFP stage, and without limiting the definition of Restricted Parties, the Authority has identified the following persons, firms or organizations as Restricted Parties:

- (a) Stantec Architecture Ltd. and sub-consultants including:
 - (1) Jacques Whitford Consulting
 - (2) Stantec Consulting Ltd
 - (3) AMEC (Geotechnical Engineering)
 - (4) McElhanney
 - (5) KMD San Francisco (Planning Review)
 - (6) Stantec Facilities Planning and Operations (Clinical Specifications)
- (b) Bull, Housser & Tupper LLP;
- (c) Deloitte Touche Tohmatsu;

- (d) Spiegel Skillen + Associates Limited;
- (e) Boughton Law Corporation;
- (f) Alexander Holburn Beaudin & Lang LLP;
- (g) Comprehensive Care International;
- (h) Pacific Meridian Consulting;
- (i) Resource Planning Group Inc.;
- (j) Dennis Cleaver; and
- (k) the Authority, PHSA, NHA and Partnerships BC, including their former and current employees who fall within the definition of "Restricted Party".

This is not an exhaustive list of Restricted Parties. Additional persons, firms or organizations may be added to, or deleted from, the list during any stage of the Competitive Selection Process through an Addendum.

9.5 Conflict of Interest Adjudicator

The Authority has appointed a conflict of interest adjudicator (the "**COI Adjudicator**") to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party. The Authority may, at its discretion, refer matters to the COI Adjudicator.

9.6 Request for Advance Decision

A Proponent or a prospective member or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is, or may be, a Restricted Party, or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision in accordance with this Section through the following process:

- (a) to request an advance decision on whether a person is a Restricted Party, a Proponent or prospective team member or advisor of that Proponent should submit to the Contact Person, not less than ten (10) days prior to the Technical Proposal Closing Time by email, the following information:
 - (1) names and contact information of the Proponent and the person or firm for which the advance opinion is requested;
 - (2) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;

- (3) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of confidential information; and
- (4) copies of any relevant documentation.

The Authority may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If the Authority refers the request to the COI Adjudicator, the Authority may make its own response to the COI Adjudicator.

If a Proponent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

9.7 The Authority May Request Advance Decisions

The Authority may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the Authority identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. The Authority will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the Authority seeks an advance decision from the COI Adjudicator, the Authority will give notice to the Proponent, and may give notice to the possible Restricted Party so that it may make its own response to the COI Adjudicator.

The onus is on the Proponent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the Authority may require that the Proponent make an application under Section 9.6.

9.8 Decisions Final and Binding

The decision of the Authority or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Proponents, Proponent Team members and the Authority. The Authority or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be reconsidered.

The Authority may provide any decision by the Authority or the COI Adjudicator regarding conflicts of interest to all Proponents if the Authority, in its discretion, determines that the decision is of general application.

9.9 Shared Use

A “**Shared Use Person**” is a person identified by the Authority as eligible to do work for more than one Proponent. Any Shared Use person will be required to agree not to enter into exclusive arrangements with any Proponent. As of the date of this RFP, no Shared Use Persons have been identified.

9.10 Exclusivity

Unless permitted by the Authority in its discretion or permitted as a Shared Use Person, a firm or individual may only participate as a member of one Proponent Team.

10. RFP TERMS AND CONDITIONS

10.1 No Obligation to Proceed

This RFP does not commit the Authority to select a Preferred Proponent or enter into a Project Agreement and the Authority reserves the complete right to at any time reject all Proposals, and to terminate this RFP and the Competitive Selection Process and proceed with the Project in some other manner.

10.2 No Contract

Other than to the extent provided in the Participation Agreement, this RFP is not a contract between the Authority and any Proponent nor is this RFP an offer or an agreement to purchase work, goods or services. No contract of any kind for work, goods or services whatsoever is formed under or arises from this RFP, or as a result of or in connection with the submission of a Proposal, unless the Authority and the Preferred Proponent execute and deliver the Project Agreement and then only to the extent expressly set out in the Project Agreement.

10.3 No Obligation to Accept the Lowest Priced Proposal

The Authority has no obligation to accept the Proposal with the lowest Service Payments or the lowest net present value of the Service Payments.

10.4 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of or under the control of the Authority are subject to the *Freedom of Information and Protection of Privacy Act* (“**FOIPPA**”) and other applicable legislation. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential.

10.5 Cost of Preparing the Proposal

Subject to Section 8.7, each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by the Authority, attending meetings and conducting due diligence.

10.6 Confidentiality of Information

All information pertaining to the Project received by any Proponent or Proponent Team member through participation in this RFP is confidential and may not be disclosed without the written authorization from

the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Authority.

10.7 Reservation of Rights

The Authority reserves the right, in its discretion, to:

- (a) amend the scope of the Project, modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- (b) accept or reject any Proposal based on the Evaluation Criteria as evaluated by the Evaluation Committee;
- (c) waive a defect or irregularity in a Proposal and accept that Proposal;
- (d) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members subject to any payment required pursuant to Section 8.7;
- (e) re-advertise for new Proposals, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFP;
- (g) negotiate any aspects of a Preferred Proponent's Proposal; and
- (h) extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

10.8 No Collusion

Proponents, Proponent Team Members and Key Individuals will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team Member or Key Individual of such other Proponent) regarding the preparation, content or representation of their Proposals.

By submitting a Proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent Team, represents and confirms to the Authority, with the knowledge and intention that the Authority may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

10.9 No Lobbying

Proponents, Proponent Team Members and Key Individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or

other lobbying whatsoever in relation to the Project, this RFP, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Project, this RFP, or the Competitive Selection Process, directly or indirectly, with any representative of the Authority, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, any Members of the Legislative Assembly or any employee of Ministry of Health Services), Partnerships BC, any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever, including for purposes of:

- (a) commenting on or attempting to influence views on the merits of the Proponent's Proposal, or in relation to Proposals of other Proponents;
- (b) influencing, or attempting to influence, the evaluation, scoring and ranking of Proposals, the selection of the Preferred Proponent, or any negotiations with the Preferred Proponent;
- (c) promoting the Proponent or its interests in the Project, including in preference to that of other Proponents;
- (d) commenting on or criticizing aspects of this RFP, the Competitive Selection Process, the Project, or the Project Agreement, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; and
- (e) criticizing the Proposals of other Proponents.

In the event of any lobbying or communication in contravention of this Section, the Authority in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration and the Proponent will not be eligible for, or receive, the partial compensation as set out in Section 8.7.

10.10 Partnerships BC Projects

The Authority may at any time, including without limitation for purposes of evaluation and negotiation, take into account any relevant information that becomes available to it from any source. Without limiting the foregoing, the Authority has engaged Partnerships BC, which is currently engaged in other health care projects as well as projects in other sectors, and the Authority may receive information in respect of those other projects which may be relevant to Proponents or Proponent Team members. Subject to Section 2.1 of this RFP, the Authority may share information that is available from this Project with Partnerships BC and other projects. The Authority assumes no responsibility to identify relevant information from other projects and Proponents remain fully responsible to submit a complete Proposal.

10.11 Ownership of Proposal

All Proposals submitted to the Authority become the property of the Authority and will be received and held in confidence by the Authority, subject to the provisions of FOIPPA and this RFP.

10.12 Disclosure and Transparency

The Authority is committed to an open and transparent procurement process. To assist the Authority in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavour.

The Authority expects to disclose the following information during this stage of the Competitive Selection Process:

- the RFP document, Volumes 1 and 2;
- the number of Proponents; and
- the name of Proponents.

Following Financial Close, the Authority expects to disclose:

- the Fairness Advisor's report;
- a value for money report with respect to the Project; and
- the final Project Agreement.

Each Proponent agrees that:

- (a) to ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the RFP, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, must be coordinated with, and is subject to prior written approval of the Authority;
- (b) it will notify the Authority of any and all requests for information or interviews received from the media; and
- (c) it will ensure that all of the Proponent Team Members and others associated with the Proponent comply with the requirements of this RFP.

10.13 Fairness Advisor

The Authority has appointed ADR Chambers (the "**Fairness Advisor**") to monitor the Competitive Selection Process. The Fairness Advisor will provide a written report to the Authority that the Authority will make public.

The Fairness Advisor will be:

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- (a) provided full access to all documents, meetings and information related to the evaluation processes under this RFP which the Fairness Advisor, in its discretion, decides is required; and
- (b) kept fully informed by the Authority of all documents and activities associated with this RFP.

Proponents may contact the Fairness Advisor directly with regard to concerns about the fairness of the Competitive Selection Process.

10.14 Limitation of Damages

Each Proponent on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

- (a) agrees not to bring any Claim against the Authority or any of its employees, advisors or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of the RFP or Competitive Selection Process, including:
 - (1) in the event the Authority accepts a non compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Competitive Selection Process; or
 - (2) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFP or both) or the Authority exercises any rights under the RFP; and
- (b) waives any and all Claims against the Authority or any of its employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Authority and the Proponent for any reason, including:
 - (1) in the event the Authority accepts a non compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the Competitive Selection Process; or
 - (2) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFP or both) or the Authority exercises any rights under the RFP.

This Section shall not limit the Authority's obligation to make payment under Section 8.7, provided however that in no event shall the Authority's liability exceed the amount calculated pursuant to Section 8.7.

11. INTERPRETATION

11.1 Definitions

In this RFP:

Capitalized terms in this RFP that are not defined in this Section have the meaning given in the Project Agreement.

Addendum means an addendum to this RFP issued by the Contact Person as described in Section 6.7;

Affordability Ceiling has the meaning set out in Section 4.1;

Affordability Threshold has the meaning set out in Section 4.4;

Authority means the British Columbia Cancer Agency Branch Society;

Authority Representatives has the meaning set out in Section 2.1;

Base Date means February 1, 2010;

Cash Inflows means the stream of Service Payments not attributable to life cycle costs or direct operating costs determined in accordance with the following:

$$\text{Cash Inflows} = \text{TASP} - \text{OC} - \text{GAC} - \text{LCC}$$

Where:

TASP is the total annual Services Payments before taking into account Deductions and interest earned on the Debt Service Reserve Account (DSRA) and excluding any third party ancillary revenues

OC is all operating costs including cost of risk transferred

GAC is general operating costs, not including any fees to shareholders and related parties

LCC is all life cycle costs, including additions and withdrawals and interest earned on maintenance reserve accounts

Cash Outflows means the stream of all cash outflows for all capital costs during the Construction Period, plus costs for preparing a Proposal but does not include any pre-funding reserve accounts, financing relating fees and interest and fees to shareholders and related parties.

City means the City of Prince George;

Changed Funding Arrangements has the meaning set out in Section 8.2;

Claim means any claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto;

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Clinical Specifications means Appendix 3A [Clinical Specification] of the Project Agreement;

COI Adjudicator means the person described in Section 9.5;

Collaborative Meetings has the meaning set out in Section 2.1;

Competitive Selection Process means the overall process for the selection of a Preferred Proponent for the Project including, but not limited to, this RFP stage;

Contact Person means the person identified as such on the cover page of Volume 2 of the RFP;

Data Room has the meaning set out in Section 2.3;

Delivery Address means the delivery address identified as such on the cover page of Volume 2 of the RFP;

Enquiry has the meaning set out in Section 6.5;

Equity Member of a Proponent means an individual, corporation, joint venture, partnership or other legal entity who will have an ownership or equity interest in the Project, as described in the Proposal;

Evaluation Committee has the meaning set out in Section 7.1;

Evaluation Criteria means the evaluation criteria set out in Appendix A to this RFP;

Expected Project IRR means a Proponent's actual Project IRR as set out in the financial model included in the Financial Proposal;

Facility has the meaning set out in Section 1.1;

Fairness Advisor has the meaning set out in Section 10.13;

Final Draft Project Agreement has the meaning set out in Section 2.2;

Financial Close means the time when the Project Agreement and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Project Agreement and Project financing agreements have been satisfied;

Financial Proposal means the financial aspects of a Proposal described in Section 6.1(c);

Financial Proposal Closing Time means the time indicated as such on the cover page of Volume 2 of the RFP;

Financial Re-Submission has the meaning set out in Section 4.8;

FOIPPA has the meaning set out in Section 10.4;

Indicative Design has the meaning set out in the Output Specifications;

Initial Draft Project Agreement has the meaning set out in Section 2.2;

Intellectual Property Rights has the meaning set out in Section 6.8;

IRR means internal rate of return;

Key Individuals of a Proponent means the specific firms and persons, exclusive to the Proponent, filling the following roles (or equivalent) in the Proponent's Proposal:

- Project Co's Project Director;
- Design Builder's Project Manager;
- Design Builder's Design Manager;
- Design Builder's Construction Manager;
- Design Builder's Civil Engineer;
- Project Co's Operations Maintenance and Rehabilitation Manager; and
- Project Co's Financing Lead Manager.

Maximum Project IRR has the meaning give in Section 4.5;

Mandatory Requirements means the Proposal requirements described in Section 7.4;

Net Present Cost (NPC) means the present value of the Service Payments calculated using Microsoft Excel's XNPV function discounted semi-annually;

NHA means Northern Health Authority;

Output Specifications means the specifications for the design, construction and maintenance of the Facility as set out in the Project Agreement, including Schedule 3 [Design and Construction Specifications] and Schedule 4 [Services Protocols and Specifications];

Partnerships BC means Partnerships British Columbia Inc.;

Participation Agreement has the meaning set out in Section 5.1;

PGRH means Prince George Regional Hospital;

PHSA means the Provincial Health Services Authority;

Preferred Proponent means the Proponent selected pursuant to this RFP to enter into negotiations with the Authority for a Project Agreement;

Preferred Proponent Security Deposit means an irrevocable letter of credit in the amount of \$500,000 in the form set out in Appendix G or in such other form acceptable to the Authority in its discretion;

Project means the design, construction, financing, commissioning and maintenance and other specified services of and for the Facility and all other works ancillary to the Facility;

Project Agreement has the meaning set out in Section 1.1;

Project IRR means the discount rate at which the NPC of all Cash Inflows and Cash Outflows equals zero calculated using the XIRR formula in Microsoft Excel;

Project Objectives has the meaning set out in Section 7.2;

Project Co means the entity that enters into the Project Agreement with the Authority;

Proponent means one of the consortia identified in Section 1.3;

Proponent Team means a Proponent, its Equity Members and Key Individuals;

Proposal means a proposal submitted in response to this RFP;

Proposal Validity Period has the meaning set out in Section 6.12;

Reference Rate means the underlying Government of Canada long-term bond yield rate which, at the date of this RFP is 3.90% and which may be updated by the Authority pursuant to Section 4.5;

Relationship Disclosure Form means a form substantially as set out in Appendix C or as otherwise acceptable to the Authority;

Restricted Party means those persons or firms (including their former and current employees) who had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who may provide a material unfair advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents;

RFP means this request for proposals, including Volumes 1 – 4;

RFQ has the meaning set out in Section 1.3;

Shared Use Person has the meaning set out in Section 9.9;

Technical Proposal means the technical aspects of a Proposal described in Section 6.1(a);

Technical Proposal Closing Time means the time indicated as such on the cover page of Volume 2 of the RFP;

Third Party Intellectual Property Rights means all Intellectual Property Rights of any Person which is not a member of, or a related party to, a member of the Proponent Team.

11.2 References within the RFP

Unless otherwise indicated, in this RFP:

- (a) each reference to a section within Volume 2 of the RFP is a reference to a section within Volume 2 of the RFP;
- (b) each reference to an Appendix is a reference to an Appendix of Volume 2 of the RFP;
- (c) all monetary amounts are expressed in Canadian Dollars; and
- (d) the words “include”, “includes” or “including” are to be construed as meaning “include without limitation”, “includes without limitation” or “including without limitation”, respectively.

APPENDIX A

PROPOSAL REQUIREMENTS, PRICING SCHEDULES AND EVALUATION CRITERIA

Provided as separate document.

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APPENDIX B

PROPOSAL DECLARATION FORM

- 1. This Proposal Declaration should be executed by the Proponent, each entity that comprises the Proponent, and each member of the Proponent Team (excluding Key Individuals)***
- 2. Capitalized terms are defined in Section 11.1 of the RFP.***

[RFP Proponent's Letterhead]

To: **[Insert client and submission location]**

Attention: **[Insert contact person]**

In consideration of the Authority's agreement to consider our Proposal in accordance with the terms of the RFP, the Proponent hereby agrees and acknowledges that:

1. Proposal

- this Proposal Declaration Form has been duly authorized and validly executed;
- the Proponent is bound by all statements and representations in its Proposal;
- its Proposal strictly conforms with the RFP and that any failure to strictly conform with the RFP may, in the discretion of the Authority, be cause for rejection of its Proposal;
- its Proposal is made without collusion or fraud;
- the Authority reserves the right to verify information in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Proponent Team members, and by submitting a Proposal, the Proponent agrees that they consent to the conduct of all or any of those investigations by the Authority.

2. Acknowledgements with Respect to the RFP

- the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda;
- the Proponent has provided a Proposal that does not exceed the Affordability Ceiling as defined in the RFP;

- (c) the Proponent agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda;
- (d) the Proponent's representative identified below is fully authorized to represent the Proponent in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- (e) the Proponent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (f) the Final Draft Project Agreement is in a form acceptable to the Proponent Team and the Senior Lenders.

3. Proponent Team consists of:

Name	Address	Equity Member or Key Individual

PROPONENT REPRESENTATIVE

Name	Name of Employer
------	------------------

Address	E-mail Address
---------	----------------

Name of Authorized Signatory	Telephone
------------------------------	-----------

Signature	Fax Number
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APPENDIX C

RELATIONSHIP DISCLOSURE FORM

**This form should be completed by each Proponent Team member
(including firms and individuals)**

The Proponent declares that:

1. The Proponent has reviewed the list of Restricted Parties.
2. The following is a full disclosure of all relationships that the Proponent has with:
 - (a) any Restricted Party or their current or former employees, shareholders, directors or officers; or
 - (b) employees (both current or former) of the Authority, or individuals of firms who have been involved in the Competitive Selection Process or the design, planning or implementation of the Project;

that could constitute a conflict of interest or unfair advantage.

Name of Restricted Party/Person	Details of the Nature of the Proponent's relationship with the listed Restricted Party/Person <i>(e.g. Proponent was an advisor to the Restricted Party from 1999-2000)</i>

APPENDIX D

PROPONENT COMMENTS FORM

**(Collaborative Meetings – s. 2.2(b))
British Columbia Cancer Agency Centre for the North Project**

Section	Proposed Change (including detailed drafting)	Reasons for Proposed Change	Authority Response

APPENDIX E
PARTICIPATION AGREEMENT

Provided as separate document.

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APPENDIX F

COMMITMENT LETTER TEMPLATE

Letter to be in substantially the following form, addressed to the Authority, and sent from all Senior Lenders supporting the Proposal, either individually or (provided that all of them sign the letter) as a group. Separate letters from separate groups of Senior Lenders (e.g., senior, mezzanine, capital markets, and financial guarantors) will be permitted, if appropriate.

To: British Columbia Cancer Agency Branch Society

c/o Partnerships British Columbia Inc.

2320 – 1111 West Georgia Street

Vancouver BC V6E 4M3

Re: BCCA Centre for the North (the “Project”)

[Individual letter - Bank or other financial institution name] [Group letter]

The signatories of this letter provide(s) this letter in support of the Proposal (as defined in the RFP) submitted by [the Proponent’s name] (the “Proponent”) in response to the RFP issued by the Authority on XXXXXXXX, 2009, as amended, in relation to the Project and in consideration of the Authority inviting the Proponent to submit such Proposal.

1. We confirm that we have undertaken the due diligence that we consider necessary on the Project to enable us to offer committed financing to the Proponent in an amount of not less than \$XXX,XXX.00 in support of the Proponent’s Proposal, which the Proponent has confirmed to us complies with the requirements of the RFP. The provision of such financing will be subject only to the following:
 - (a) the completion of a satisfactory audit of the financial close financial model;
 - (b) negotiation and finalization of funding documentation based on the attached debt term sheet; and
 - (c) negotiation and finalization of Principal Contracts based on the heads of terms included in the Proposal.
2. We have carried out and relied upon the due diligence referred to in paragraph 1 above with support from and in cooperation with [name] (our legal advisors), [name] (our technical advisors), [name] (our insurance advisors) and [name] (our traffic advisors) [and [name] (our model auditors)]. In particular:
 - (a) due diligence on the technical submission proposed for the Project by the Proponent has been undertaken on our behalf and we are satisfied with this technical solution;
 - (b) due diligence on the insurance proposals contained in the Proposal and the Authority’s requirements in relation to insurances for the Project has been undertaken on our behalf

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and we can confirm that we are satisfied with the adequacy of the proposed insurance arrangements contained within the Proposal (assuming that such insurance arrangements are commercially available at the time of financial close);

- (c) due diligence has been undertaken on the Financial Model included in the Proposal and we confirm that the results of the Financial Model (including the sensitivities) are satisfactory and capable of supporting the proposed financing described in the attached debt term sheet (subject to a satisfactory audit of the Financial Model); and
 - (d) we confirm that we accept the terms and risk allocation of, and have no further comments on, the Final Draft Project Agreement, and that this agreement is acceptable without modification (save as contemplated therein) for purposes of financing the Project as contemplated in this letter.
3. We are satisfied that the attached debt term sheet sets out all significant commercial terms and conditions relating to the financing referred to in paragraph 1 above.
 4. [If individual letters submitted] We confirm that we have received credit committee approval, and if any other required internal approvals, for the underwriting of up to []% of the [describe relevant facilities referred to in debt term sheet] on the terms contemplated by this letter and the attached debt term sheet (subject to any revision in relation to paragraph 1 (a) above).

[If group letters submitted] We confirm that we have received credit committee approval, and if any other required internal approvals, for the underwriting of the facilities referred to in the attached debt term sheet in the following percentages and on the terms contemplated by this letter and the attached debt term sheet:

[List banks/financial institutions individually and the percentage participations of each of them in each facility]

[If individual or group letters submitted] We confirm that [our commitment] [the commitment of each signatory of this letter] described in this letter in the amount represented by the percentage[s] detailed above will not be affected by any subsequent withdrawal by, or removal of, any other Senior Lender from the Proponent's financing plan].

<<Proponent to confirm commitment of funding for 30 days>>

5. We confirm that we will be able to meet the Authority's timetable to achieve Financial Close (i.e., execution and delivery of all funding agreements and satisfaction of all conditions precedent to initial drawdown) by [xx] weeks after the announcement of the Proponent as the Preferred Proponent and no later than October 5, 2009.

(a) <<Proponent to insert process necessary to provide committed funds>>

(b) <<Proponent to insert timetable to provide committed funds>>

This letter does not constitute an offer of finance or a legally binding commitment of any kind to provide finance. This letter is intended for your exclusive use and may not be relied upon or used by any other person. This letter is provided on the condition that the contents will be treated as strictly private and

confidential and shall not be disclosed or quoted in whole or in part to any person other than the Authority, other governmental authorities including the Province of British Columbia, and/or their advisors.

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APPENDIX G

FORM OF LETTER OF CREDIT

[Note: Letter of Credit should be substantially in the following form, issued by a Canadian chartered bank acceptable to the Authority in its discretion and be callable at the bank's counters in Vancouver, British Columbia.]

TO: **British Columbia Cancer Agency Branch Society**

<>

(the "**Beneficiary**")

RE: **PREFERRED PROPONENT SECURITY DEPOSIT**

IRREVOCABLE LETTER OF CREDIT NO: _____

Dear Sirs:

At the request of our client, _____ (the "**Customer**"), we hereby issue in your favour our irrevocable letter of credit No. _____ ("**Letter of Credit**") for a sum not exceeding in the aggregate Five Hundred Thousand Canadian Dollars (CDN \$500,000) effective immediately.

This bank shall immediately pay to you under this Letter of Credit any amount or amounts claimed, not exceeding in the aggregate the sum of CDN \$500,000 upon your written demand(s) for payment being made upon us at our counter during normal business hours, <> [**Note: insert address of Bank in Vancouver, British Columbia**], Canada referencing this irrevocable Letter of Credit No.

_____ dated _____.

Partial drawings are permitted.

This Letter of Credit is issued subject to Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600.

Drawings up to the full amount of the Letter of Credit may be made where the drawing is accompanied by a certificate executed by an authorized signatory of the Beneficiary stating that:

- (a) the person signing the certificate is an authorized signatory of the Beneficiary; and
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(b) the Beneficiary is entitled to draw upon this Letter of Credit.

Any drawings made under this Letter of Credit must be accompanied by the original or certified copy of this Letter of Credit, together with an original certificate complying with the conditions set out above.

We shall honour your written demand(s) for payment on presentation without enquiring whether you have a legitimate claim between yourself and our said Customer.

All banking charges are for the account of the Customer.

This Letter of Credit shall remain in full force and effect and, unless renewed, will expire at the close of business on _____[insert 180 days after the Financial Proposal Closing Time]

Notice of non-renewal will be provided to the Beneficiary in writing by registered mail by not later than 30 days before the expiry date.

Authorized Signatory

Authorized Signatory

APPENDIX H

CONSTRUCTION INSURANCE UNDERWRITING QUESTIONNAIRE

Provided as separate document.

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Appendix A – Proposal Requirements, Pricing Schedules and Evaluation Criteria

Contents:

This Appendix includes:

- A. Proposal Requirements: beginning on page 1 ;
 - A1 Financial Proposal
 - A2 Technical Proposal
- B. Pricing Schedules: beginning on page 48;
- C. Evaluation Criteria: beginning on page 58.

A. PROPOSAL REQUIREMENTS

The table below describes more specifically the Proposal requirements. For ease of reference Proposals should be written using the section numbers and titles as indicated with variations if any, clearly identified. Any deviation in the Proposal from the requirements of the RFP or the Final Draft Project Agreement should be clearly noted.

Note: Defined terms have the meaning set out in the RFP or the Final Draft Project Agreement as the context may require. References to the Schedules and the Appendices are to the Schedules and Appendices to the Final Draft Project Agreement unless otherwise specified.

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Section No.	Title	Contents
COVER LETTER (TECHNICAL PROPOSAL)		
	Cover Letter	<p>Proponents should provide a cover letter that includes or attaches:</p> <ul style="list-style-type: none"> (a) Confirmation that the Proposal meets the Affordability Ceiling as stated in the RFP. (b) Proposal Declaration Form (c) Relationships Disclosure Form(s) (d) Confirmation of the Company/Firm name, Key Individuals and significant team members for each of the following: <ul style="list-style-type: none"> (i) consortium/lead; (ii) equity providers; (iii) design team; (iv) construction team; (v) facility management team; (vi) financing lead manager; (vii) financial advisor; (viii) legal advisor; and

Section No.	Title	Contents
		<p>(ix) other(s) – please specify.</p> <p>If there have been any changes to team members or Key Individuals as were specified in the Proponent's RFQ Submission then any such changes should be approved by the Authority as per section 6.11 of Volume 2 of the RFP.</p> <p>(e) Name and contact details for the Proponent's Representative:</p> <ul style="list-style-type: none"> (i) name; (ii) employer; (iii) mailing/courier address; (iv) telephone number; (v) facsimile number; (vi) email address; and (vii) website address. <p>The Proponent's Representative will be the <u>only</u> point of contact for the Proponent from the Authority regarding this RFP.</p>

FINANCIAL PROPOSAL

Without limiting the requirements set out below and in the following table, Proponents should include in the Financial Proposal:

- (a) A well developed, robust Financial Model and Plan; and
- (b) Written evidence that:
 - (i) Proponent has sufficient support and commitment from the Senior Lenders, as per the Commitment Letter (Appendix F); and
 - (ii) The Proponent will:
 - Execute the Project Agreement, substantially in the form of the Final Draft Project Agreement; and
 - Perform all the obligations of Project Co as set out in the Project Agreement.

The Financial Proposal is to provide sufficient information and documentation, in accordance with the requirements set out below, to allow the Authority to evaluate:

- (a) whether the Proposal satisfies the financial requirements set out in this RFP and the Final Draft Project Agreement, including, but not limited to:
 - (i) confirming that the Proponent has arranged sufficient financing for the Project having regard to the requirements of the Final Draft Project Agreement;
 - (ii) assessing robustness and deliverability; and
 - (iii) determining that the financing plan can be executed expediently if the Proponent is selected as Preferred Proponent;

- (b) whether each of the shareholders and Project Contractors of the Proponent continue to have the ability to raise sufficient capital to fund the equity requirements;
 - (c) whether the Proponent is financially viable;
 - (d) whether material changes to the Proponent's organization have occurred since the RFQ submission;
 - (e) current financial strength;
 - (f) current or pending claims, litigation or equivalent; and
 - (g) ability to obtain the insurance coverage for the Project outside of the HCPP.
- Package 1 is to address the requirements set out in the table below. Proponents should use the section numbers and corresponding titles shown in this table in their Proposals.

FINANCIAL PROPOSAL		
1.1	Structure of Project Co and relationship with the Authority	
1.1.1	Structure of Project Co	Describe (up to approximately 1,000 words) the legal structure of Project Co and the existing or anticipated contractual relationship between Project Co team members.
1.1.2	Relationship with the Authority	Describe (up to approximately 1,000 words) the management structure of, and Key Individuals within, Project Co, and their roles in interacting with the Authority.
1.2	Agreements within Project Co	
1.2.1	Project Contractors	Provide, at a minimum, draft heads of agreement executed by all applicable parties for all major contractors, including design, construction, operation, maintenance and lifecycle.

1.3	Basis of Financial Submittal	
1.3.1	Key Dates	<p>(a) Proponents should use an assumed Base Date of February 1, 2010 as the basis for developing their Financial Proposal.</p> <p>(b) Proponents should use an assumed date of January 18, 2010 for Financial Close (the “Assumed Financial Close Date”).</p>
1.3.2	Currency	Provide prices as of the Base Date in Canadian dollars.
1.3.3	Price Validity	Except for permitted adjustments to interest rates and credit margins, the Authority will assume that all prices listed in a Proposal will remain valid for a period of at 120 days after the Financial Proposal Closing Date.
1.3.4	Inflation	<p>Assume that an element of the Service Payment will be indexed using the CPI in accordance with the Payment Mechanism. For evaluation purposes, assume CPI at a rate of 2.5% per annum and indexation will be applied on an annual basis starting April 1 and ending on March 31, with the first adjustment from the Base Date until March 31, 2010 and with the adjustment effective April 1, 2010. The Authority is prepared to pay indexation only on:</p> <p>(a) service costs;</p> <p>(b) lifecycle costs; and</p> <p>(c) other operating costs, including Project Co’s management and direct operating costs.</p> <p>The Annual Service Payment should be level in real terms for the entire Operating Period.</p>
1.3.5	Interest Rates	<p>(a) Proponents should provide in the Proposal the Benchmark Interest Rate(s) as priced at 10.00 a.m. EST 2 Business Days prior to the Financial Proposal Closing Time and all supporting information (including a copy of the screen from which the Benchmark Interest Rate(s) were extracted, the average life and/or drawdown and repayment profile) that would allow the</p>

		<p>Authority to verify the reference Benchmark Interest Rate(s).</p> <p>(b) 10 Business Days before the pricing in Section 1.3.5(a), Proponents should provide to the Contact Person the Benchmark Interest Rate(s) it will propose to use in its Proposal. Based on the information provided by the Proponent, the Authority will verify within three Business Days the Benchmark Interest Rate(s) that the Proponent should use in preparation of its Package 1. The Authority will verify the respective Benchmark Interest Rate(s) to each Proponent independently and such information will not be provided to other Proponents.</p> <p>(c) The Proponent should provide full details and explanations of any credit spread, Senior Lenders' margins and other adjustments to Benchmark Interest Rate(s) that the Proponent considers appropriate.</p>
1.3.6	Discount rate	For the purposes of the Net Present Cost calculation, Proponents should use the Maximum Project IRR,(currently 7.43% nominal);
1.3.7	Tax	The Proponent should provide full details of its taxation assumptions to demonstrate that in preparing its Proposal, the Proponent has given full consideration to all tax implications, including GST, which affect the total project cost to the Authority.
1.3.8	Payment Mechanism	The payment mechanism as described in Schedule 8 [Payments] of the Final Draft Project Agreement should be used without modification to calculate the Proponent's Periodic Payment. For the purposes of modelling, Proponents should assume 100% performance and availability.
1.3.9	Refinancing	<p>Proponents should describe any plans for refinancing in their Proposal and demonstrate that the benefits of any refinancing have been taken into account in their Proposal.</p> <p>If it is intended that debt will be refinanced, Proponents should provide details of any assumptions about the structure and the timing of the refinancing, interest rates, margins, timing of repayments, reserve accounts and cover ratios.</p>

1.4	Financial Capacity	
1.4.1	Equity Members, Shareholders and Guarantors	<p>Proponents should provide the following information, updated as necessary from their response to the RFQ, in respect of each of its Equity Members, shareholders and guarantors:</p> <ul style="list-style-type: none"> (a) Include certified copies of board resolutions from the Proponent and each of its Equity Member(s) approving the Proposal and authorizing submission of the Proposal in response to this RFP on behalf of the Proponent and each Equity Member(s); (b) details of any material changes to the Proponent's organization since the RFQ Response; (c) estimated level of equity participation in the Project for each Equity Member, and Shareholder and demonstration of how that equity will be funded; (d) description of credit lines, cash or other liquid investments available to support the estimated level of equity participations required; (e) annual audited financial statements and annual reports or other similar financial information for each of the last three fiscal years; (f) for entities which do not prepare audit financial statements, a certificate of a senior officer of each such entity attaching unaudited annual financial statements and annual reports or other similar financial information for each of the last three fiscal years and confirming that such financial statements present fairly, in all material respects, the financial position of such entity, in conformity with GAAP; (g) details of any material events that may affect the party's current financial standing since the last annual financial statements provided; (h) details of any credit rating(s); and (i) details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.

1.4.2	Financial Capacity Update	Proponents are to provide written acknowledgement of no material adverse change. This must be executed on behalf of the Proponent, the Proponent Team Members, and Proponent guarantors, if any, for which financial information was submitted in the RFQ Response, by the Chief Financial Officer or other authorized officer of each respective entity. If there has been a material adverse change, full details should be provided. The Authority may, in its sole discretion, request further evidence of financial capacity.
1.5	Service Payments	
1.5.1	Service Payments	<p>Each Proponent is to complete Form A1 (Annual Service Payment Form) attached to this Appendix A setting out:</p> <ul style="list-style-type: none"> (a) in both un-indexed 2009 dollars and in nominal terms the amounts proposed by the Proponent in respect of each Contract Year as the annual Service Payment; (b) for purposes of comparison to the Affordability Ceiling, the Net Present Cost of the Service Payments proposed by the Proponent (calculated using the assumptions and methodology set out in Section 4.3 of the RFP) and the Service Payments discounted at the Maximum Project IRR (currently 7.43% nominal); and (c) for purposes of the Affordability Threshold calculation, the Net Present Cost of the Service Payments proposed by the Proponent (calculated using the assumptions and methodology set out in Section 4.4 of the RFP) and the Service Payments discounted at the Maximum Project IRR (currently 7.43% nominal).
1.6	Financial Plan	
1.6.1	Financing Plan	<p>Proponents should demonstrate that they have arranged sufficient financing for the Project.</p> <ul style="list-style-type: none"> (a) The Financing Plan section is to include full details of the financial structure and instruments proposed.

		<p>(b) The sources of financing are to match the use of funds throughout the Term. The Financing Plan section is to include:</p> <ul style="list-style-type: none"> (i) a description of all sources of financing; (ii) a description of any and all insurance or bonding; (iii) the terms of any supporting guarantee(s) and details of how the Proponent will satisfy those terms; and (iv) a description of the Proponent’s anticipated hedging strategy and requirements. <p>(c) Proponents that use a bank funding solution/private placement bond are to provide the following details:</p> <ul style="list-style-type: none"> (i) letter from the Funders together with confirming letter from such Funders’ legal counsel confirming that the Funders and their legal counsel have no additional comments on the Final Draft Project Agreement; and (ii) evidence, in the form of detailed term sheets, or in the commitment letters that are required in section 1.6.4 of this Package 1 Table, which have received formal credit approval, from providers of financing, of their commitment to provide the level of financing required. <p>(d) Proponents that use a capital market and or bond funding solution are to provide the following additional details:</p> <ul style="list-style-type: none"> (i) an indicative credit rating from one or more credit reference agencies, if the financing is dependent upon such a rating, together with a timetable to achieve final ratings. <p>(e) Proponents that propose a solution involving a financial guarantor should provide:</p> <ul style="list-style-type: none"> (i) letters from all financial guarantors with confirming letters from such financial guarantors’ legal counsel confirming that the financial guarantors and their legal counsel have no additional comments on the Final Draft Project Agreement; and
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		<p>(ii) evidence, in the form of detailed term sheets, or in the commitment letters that are required in section 1.6.4 of this Package 1 Table, which have received formal approval, from financial guarantors.</p> <p>Proponents that use a composite funding solution with both capital market and bank funding are to provide both sets of additional information.</p>
1.6.2	Terms of Financing	<p>The terms of each source of financing (including any equity bridge loans identified in the Financing Plan section) are to be set out as follows:</p> <p>With respect to the parties that will provide or arrange financing or funding if the Proponent is selected as the Preferred Proponent and enters into the Project Agreement, the following is to be provided:</p> <ul style="list-style-type: none"> (a) identity and credit status of each funder; (b) amounts to be provided by each funder; (c) the timing of injection;, including the proposed funding schedule during Construction; (d) the terms and conditions of subscription, including returns or yields; (e) dividend rights; (f) voting rights; and (g) the conditions, if any, upon which funds would be committed. <p>With respect to each class of debt or other funding source (including leases), for each of arranger or underwriter, the following information is required in the form of a detailed term sheet, or within the commitment letter required for each funder as outlined in section 1.6.4 of this Package 1 Table):</p> <ul style="list-style-type: none"> (a) the identity of the lender, arranger or underwriter; (b) the amount of financing proposed or committed; (c) the drawdown schedule;

		<p>(d) details of grace periods, including duration and contingency;</p> <p>(e) repayment or redemption schedules, maturity dates and prepayment terms (including make-whole clauses);</p> <p>(f) security, bonding or guarantee requirements (from either parents or third parties);</p> <p>(g) arrangement/underwriting, commitment, agency and all other such fees;</p> <p>(h) interest rates and margins including any step up/down mechanism;</p> <p>(i) material covenants, undertakings and other restrictions/requirements;</p> <p>(j) requirements for reserve accounts;</p> <p>(k) events of default and other similar arrangements;</p> <p>(l) step-in arrangements;</p> <p>(m) conditions precedent;</p> <p>(n) due diligence requirements; and</p> <p>(o) any other restrictions, requirements or conditions that materially impact the Proponent's ability to raise financing or draw down on committed financing after the Effective Date.</p> <p>With respect to each form of equity or quasi-equity investments, the following information is required in the form of a detailed term sheet or within the Commitment Letter required for each funder as outlined in section 1.6.4 of this Package 1 Table:</p> <p>(a) the identity of the equity or quasi-equity subscriber;</p> <p>(b) details regarding the availability of equity and quasi-equity finance;</p> <p>(c) copies of board minutes approving the quantum of equity and quasi-equity to be provided;</p> <p>(d) if guarantees are being provided as part of the financing package, written confirmation is to be provided by each shareholder's parent company, stating that it is able to provide a parent</p>
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		<p>company guarantee in relation to the availability of the equity/quasi-equity for the Project, and that it has adequate funds available; and</p> <p>(e) if any equity or quasi-equity finance is to be raised from external sources, these sources are to be specified, and written confirmation given by the providers as to their willingness to offer funding and the amount of funding available.</p>
1.6.3	Financial Robustness	<p>Proponents should provide a description of their financial robustness, including, but not limited to, details of how key risks are managed (e.g., interest rate, inflation, operation, maintenance, lifecycle and construction).</p> <p>Proponents should complete the table “Project Sensitivities”, as provided in Form A3. The Authority may, in its discretion, conduct additional sensitivities.</p>
1.6.4	Commitment Letter	<p>The level of commitment that the Authority expects at submission of Proposals is that all sponsor equity and quasi-equity, debt, bonding and guarantees are to be fully committed subject only to documentation and material adverse change.</p> <p>Proponents should provide evidence of this commitment by certified copies of board resolutions from the equity and quasi-equity providers related to the terms set out. If equity or quasi-equity is to be provided by third parties, similar commitment is required from an underwriter for the full amount.</p> <p>Proponents should provide clear and express written statements of support and/or commitment directly, in the form of Commitment Letters (Appendix F), from all proposed senior debt holders.</p>
1.7	Financial Model	
1.7.1	Financial Model and Structure	<p>Proponents should submit a financial model (the “Financial Model”) in both electronic and hard copy.</p> <p>The Proponent’s Financial Model is to be consistent with the assumptions and be structured as follows:</p>

		<ul style="list-style-type: none"> (a) it is to be produced in Microsoft Excel version 2000 XP or newer; (b) provide financial projections (cost and revenue projections) on a semi-annual basis (for each period ending March 31 and September 30) from Financial Close until the end of the Project Term; (c) be expressed in Canadian dollars; (d) include a print option macro; (e) not include circular references or balancing numbers and no input numbers in the calculation worksheets; (f) present inputs in blue font and formulas in black font; (g) flow calculations down and to the right; (h) limit the number of “if” statements; (i) include no hidden or password protected cells or worksheets; and (j) all sheets are to be set up to be printed clearly and legibly on 8.5 x 11” paper to include row and column descriptions on each printed page.
1.7.2	Financial Model Inputs and Outputs	<p>The proposed Financial Model should include and provide:</p> <ul style="list-style-type: none"> (a) Assumption schedules <ul style="list-style-type: none"> (i) capital, operating, maintenance and lifecycle costs; (ii) time-based assumptions (those that do change over time); (iii) static assumptions (those that do not change over time); (iv) taxation;

		<ul style="list-style-type: none"> (v) financing (including refinancing) (vi) revenue in addition to the annual Service Payments; (vii) payment mechanism; and (viii) a scenario control sheet. <p>(b) Outputs</p> <ul style="list-style-type: none"> (i) summary outputs; (ii) sources and uses of funding; (iii) a schedule of payments by the Authority that sets out the expected date of payment and the amount to be paid by the Authority, in both real and nominal terms; (iv) the proposed funding structure, with funding schedules that specify the expected debt repayment dates and the amount of debt service, in nominal terms only, to be repaid; (v) the calculation of Project returns for the different elements of financing (including refinancing gains); (vi) financial statements (income statement, cash flow statement and balance sheet) presented in accordance with Canadian private sector GAAP; (vii) a cash flow statement that reflects the priority of access to cash flow based on the investor covenants and requirements set out in the Financing Plan section of this Appendix A; (viii) calculation and results of covenants; (ix) financial ratios as required by Funders as appropriate to the capital structure set out in the Financing Plan section of this Appendix A; (x) project internal rate of return (IRR), before financing and tax, in both real terms and nominal ("Base Case Project IRR" as defined in the Final Draft Project Agreement)
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		<p>terms;</p> <ul style="list-style-type: none"> (xi) return on equity and sub-debt, in both real terms and nominal terms, and a blended equity return that incorporates all sub-senior debt finance (“Threshold Equity IRR” as defined in the Final Draft Project Agreement); (xii) breakdown of development costs; (xiii) supporting schedules; <p>Affordability Ceiling calculation discounted at a discount rate equal to the Maximum Project IRR (currently 7.43%) and an Affordability Threshold calculation discounted at a discount rate equal to the Maximum Project IRR (currently 7.43%).</p> <p>Proponents should provide details as to the change in underlying financing assumptions used in the calculation of the Affordability Threshold (using the Expected Project IRR) and the financing assumptions used in the calculation of the Affordability Ceiling (using the Maximum Project IRR). Proponents should make adjustments to the financing assumptions in the following order:</p> <ol style="list-style-type: none"> 1. Reduce credit margin on senior debt facilities; 2. Reduce financing fees; and 3. Reduce return on equity.
1.7.3	Financial Model Assumptions Book	<p>The assumptions book for the Financial Model is to provide sufficient detail for a duplicate Financial Model to be constructed from it. It is to cover the following areas:</p> <ul style="list-style-type: none"> (a) A summary of the financing assumptions (including refinancings), including a breakdown of all fees and costs of the financing; (b) Capital, operating, maintenance and lifecycle costing schedules; (c) Macro-economic assumptions; (d) Taxation assumptions;

		<p>(e) Depreciation rates and other accounting policies;</p> <p>(f) Change in assumptions between the Affordability Ceiling and Affordability Threshold models; and</p> <p>(g) All other assumptions required to construct the Financial Model.</p> <p>The assumptions book is to reconcile with the Financial Model. If the assumptions detailed in the assumptions book are not consistent with the assumptions in the Financial Model, the Authority may require the Proponent to resubmit either the Financial Model and/or the assumptions book.</p>
1.7.4	Instructions Manual for Financial Models	The instruction manual is to explain the functionality of the Financial Models and how it is structured. It is to provide sufficient details to allow the Authority to change model inputs to the sensitivities shown in “Form A3 Project Sensitivities” of this Appendix.
1.8	Insurance	
1.8 1	Insurance Requirements	Proponents should include a completed “Construction Insurance Underwriting Questionnaire” in the form attached as Appendix H to the RFP, together with all supporting documents.

PACKAGE 2 – Technical Proposal		
2.1	General Approach	
2.1.1	Compliance with Schedule 3	<p>(a) Confirm compliance of the Proposal with Schedule 3 [Design and Construction Specifications]; or</p> <p>(b) List and describe any variances to Schedule 3 [Design and Construction Specifications]:</p> <ul style="list-style-type: none"> i. a detailed list of all requested variances, in accordance with the scope ladder (refer to section 4.11 of the RFP); ii. reasons for each requested variance; and iii. suggested revised drafting.
2.1.2	Approach	<p>(a) Describe and provide the Proponent's management plan for the design of the Project including:</p> <ul style="list-style-type: none"> i. the design and construction methodology and general approach overall; ii. an organization chart, including all sub-consultants; <ul style="list-style-type: none"> i. the organization chart should include individual names in addition to titles iii. a curriculum vitae for all Key Individuals and information on their experience on healthcare projects of a similar size and nature; iv. a summary of the current project workload of the Proponent's team including a detailed list of current staff and manpower available for this project, and their anticipated commitment levels; v. design constraints and risks; vi. quality control procedures; and

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		<ul style="list-style-type: none"> vii. proposed work plan, identifying milestone dates, review activities and requirements for Authority interaction. <p>(b) Describe and provide the Proponent's process for managing approvals:</p> <ul style="list-style-type: none"> i. municipal approvals; ii. commissioning; iii. LEED® Gold Certification; iv. Canadian Nuclear Safety Commission; v. change orders; and vi. any other approvals necessary. <p>(c) Proponents should submit a proposed Submittal Schedule for the Project, including:</p> <ul style="list-style-type: none"> i. a description of each Submittal, including the subject matter and form of each Submittal (for example a drawing or narrative); ii. the timing of consultations under the User Consultation Protocol, and Submittals that will be subject to or developed out of the User Consultation Protocol; and iii. the order and timing of all Submittals in relation to the Project, including the submission date, review period(s) and finalization date.
2.1.3	Meeting Project Objectives	<p>(a) Identify and describe (include photos, illustrations and cross-references) as needed, in no more than 500 words, how the Proposal meets the Project Objectives.</p> <p>(b) Identify and describe, in no more than 250 words, any features of the design and construction of the Facility that enhance the Authority's provision of clinical services and non-clinical services, especially those which may increase the efficiency and effectiveness, while reducing the cost, of the provision of those services, or which may otherwise provide downstream benefits to the Authority in their day-to-day activities.</p> <p>(c) Provide a strategy to achieve LEED® Gold Certification, including a break down in the form of a checklist.</p>
2.1.4	Approvals Process	<p>(a) Identify whether the design proposal will require any variance to zoning.</p>

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		(b) In the event that a change in the zoning is required, describe how the Proponent will manage the approval of the change for the benefit of the Project and its overall objectives.
2.2	Clinical Specifications	
2.2.1	Vision and Guiding Principles	Provide written and graphical summaries of the design to demonstrate understanding and incorporation of the Vision and Guiding Principles for the Centre of the North (Volume 1)
2.2.2	Clinical Design	Provide written and graphical summaries of the design to demonstrate the following features: (a) Effectively and efficiently integrated patient flows; (b) Clinical and non-clinical staff flows; and (c) Intradepartmental relationships with reference to workflow analysis, relative travel distances, and key linkages within and between functional elements.
2.2.3	Cultural Context	Provide written and graphical summaries of the design to demonstrate compatibility with the cultural context of Prince George and the North including consideration of First Nation's sensitivities and the use of wood construction where practical.
2.2.4	Building Design	Provide written and graphical summaries of the design to demonstrate the following features: a. concepts and elements including functional aspects (including space standards, internal circulation and way finding); environmental aspects (including healing environment, day lighting, acoustics, colour, the use of art, and sustainability); operational aspects (including infection prevention and control, ergonomics, and designing for the elderly and disabled); security aspects and capacities; b. how the proposed design integrates with the Site and takes into account the particular attributes of the Site; c. flexibility in design and construction to meet future requirements, including ease of adding capacity in the future at minimal marginal cost and minimal disruption; d. how the design of the building, including its infrastructure, makes provision for the occurrence of natural disasters;

		<p>e. features, concepts and unique elements that relate to the Project Objectives and the Clinical Specifications;</p> <p>f. types of elevators/vertical transportation mechanisms, including how each meets or exceeds the requirements of:</p> <ul style="list-style-type: none"> a. patients; b. visitors; c. staff; and d. services; <p>g. concepts of bariatric and acuity-adaptable design;</p> <p>h. features and approach to infection prevention and control in each of clinical, administrative and public areas;</p> <p>i. in diagrammatic or narrative form, the patient, staff and visitor drop-off, arrival, orientation, discharge/departure and circulation options directly from the exterior of the Facility.</p>
<p>2.2.5</p>	<p>Accommodation Schedule</p>	<p>Provide an accommodation schedule of all Functional Areas, by zone and category, and identifying for each space:</p> <ul style="list-style-type: none"> • net and gross floor area of Proponent's design; • net and gross floor area specified in Clinical Specifications; and • amount of any variance(s) in floor area between Proponent's design and Clinical Specifications. <p>The accommodation schedule should follow the same general sequence and terminology as in the Clinical Specifications. A template accommodation schedule for use by Proponent's is available in the Data Room in an Excel Spreadsheet file named "Template Accommodation Schedule.xls". In that spreadsheet:</p> <ul style="list-style-type: none"> • the "Area Summary" tab is intended to be a summary of all the Component areas (Net & Gross) and Gross Building Area. It is intended to be filled out based on the Component Summary table in 3.1.0 (Introduction) of Appendix 3A [Clinical Specifications]; and • the "Component" tabs are intended to be detailed breakdowns of each Component, based

		on the "Space Requirement" tables in each section of Appendix 3A [Clinical Specifications].
2.3	Technical Specifications	
2.3.1	Design	
2.3.1.1	Site Development	<p>Provide the following development plans:</p> <ul style="list-style-type: none"> (a) site context, including site development, adjacent roads and property uses (1:1000 context plan); (b) site circulation strategy including vehicles, pedestrians, deliveries, waste removal, ambulances and fire fighting access and disaster response access; (c) location of all buildings (including future expansions as required by Schedule 3), roadways, pathways, fire fighting access, post-disaster provisions, green space, vehicle parking, and services elements (1:500 site plan); (d) streetscape drawings demonstrating proposed massing, materials and image of the Project, including the context of adjoining buildings on the Site; (e) North-South and East-West cross-sectional diagrams showing relationship between the Project and adjacent site uses (1:200); (f) landscape plan, sections and elevations to clearly describe design; and (g) landscape design, including philosophy (description of landscape design approach with emphasis on therapeutic and holistic principles), exterior treatments, general areas, and parking areas. Types and maturity of plants should be identified, as should extent of irrigation (1:100).
2.3.1.2	Parking Strategy	<p>Provide a description of the Proponent's parking plan for the Facility including:</p> <ul style="list-style-type: none"> (a) the Proponent's temporary parking solution to replace existing parking spaces that will be displaced during construction; <ul style="list-style-type: none"> a. If the temporary parking solution is further away than reasonable walking distance (400 metres), provide a plan for transporting staff and visitors to and from the Site; (b) the Proponent's permanent parking solution, including confirmation of the total number of parking spaces that will be provided, broken out to show new spaces as required by Schedule 3

		and replacement of any existing spaces permanently displaced by the Facility; (c) diagrams and plans (1:500) illustrating the parking strategy, including locations of staff, handicap, visitor and emergency parking.
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<p>2.3.1.3</p>	<p>Architecture</p>	<p>Provide appropriate design documentation including:</p> <ul style="list-style-type: none"> (a) floor plans (1:200) with room numbers cross-referenced to the Clinical Specifications. Include all walls and doors, structural elements, circulation elements (e.g., stairs, elevators) and major service shafts; (b) an equipment plan reflecting how all equipment is accommodated in locations that are functional and appropriate for the Facility; (c) building elevations and sections, and site sections, sufficient to illustrate design aesthetics, materials and major features; (d) minimum of two 3-D renderings, illustrating the overall design quality and aesthetics for the Project. Ideally, provide for the capacity to “walk through” the design utilizing 3D CAD Software; (e) a massing model (1:500) of the Site and the Project; (f) functional relationship drawings (1:200 architectural plans) indicating the location and functional relationships of all program elements; horizontal and vertical circulation; future expansion space; internal traffic flow - patient, staff, visitor, FM Services. Use colour to illustrate the program elements and to differentiate the following types of internal circulation systems: public, service, controlled access for staff and patient movement, and “sterile”; (g) schedules of indicative finishes, fixtures, fittings and Project Co-supplied equipment; (h) room data sheets and drawings (1:50) indicating key dimensions along with the typical location of medical gas, general power and outlets, elevations and ceiling plans for the following typical rooms and typical areas (ensure that the location of all equipment is noted on the drawings): <ul style="list-style-type: none"> i. radiation therapy suite, including the vault; ii. CT simulation room and use for brachytherapy; iii. typical chemotherapy chair and treatment area; iv. typical isolation suite, including ante room; and v. typical examination room. (i) summary of the use of millwork and/or requirements for systems furniture by the Authority and assumed quantities of millwork to make the building functional;
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		<p>(j) schematic design outline specification by division; and</p> <p>(k) indicate and/or illustrate on the floor plans (1:200) the ability to move major equipment in common circumstances.</p>
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2.3.1.4	Structure	<p>Provide a description for the structural system and schematic level structural drawings (1:200) showing:</p> <ul style="list-style-type: none"> (a) the proposed floor and roof structural framing together with the dimensions of the structural grid; (b) the expected type of foundations; (c) the expected slab thickness(es); (d) the layout of the lateral system, including the proposed location of walls or other lateral resisting elements; and (e) any features that accommodate flexibility and future changes.
2.3.1.5	Civil Works	<p>Provide drawings and documentation that illustrate the plan for on-site and off-site:</p> <ul style="list-style-type: none"> (a) storm water drainage; (b) sanitary sewer; (c) natural gas systems; (d) domestic water; (e) electrical; and (f) road, sidewalk, curb and gutter designs, street signage. <p>For each of the above, provide information, at a minimum, on connection points and origin of supply, distribution and, as appropriate, storage, drainage and disposal.</p>
2.3.1.6	Electrical	<ul style="list-style-type: none"> (a) Provide a site plan (1:500) showing location and configuration of services (power, telephone, cable TV and any other electrical communication between buildings). (b) Provide design drawings (1:200) and design documentation for electrical services and distribution, showing and describing: <ul style="list-style-type: none"> i. origin of supply(s);

		<ul style="list-style-type: none"> ii. arrangements for service redundancy; iii. main service switchgear and transformer locations, main electrical distribution room and main communication room; iv. sub-electrical room locations and communication room locations; v. position, size and capacity of emergency generator(s), associated switchgear and transfer switches, if any; vi. Facility related IT Services. <p>(c) Provide design drawings (1:200) and design documentation for lighting and power, showing and describing:</p> <ul style="list-style-type: none"> i. position and types of site lighting; ii. lighting and controls, including proposed day lighting measures and energy management measures; iii. proposed power monitoring systems; iv. main single-line diagram showing sizes of all transformers, generators and distribution breakers, the proposed methodology of distribution, and the general arrangement methodology of supply to the buildings; v. typical room layouts (1:50) for each type of room for which room data sheets (see 2.3.1.3.(h)) and drawings are required showing location and type of all lighting, receptacles and low-tension and communication devices. Indicate design illumination levels (including maintenance factors) for each area. <p>(d) Describe the electrical services to be provided and include details of:</p> <ul style="list-style-type: none"> i. power distribution and maximum demand calculations; ii. type(s) of lighting to be used, incorporating standards of design and exit lighting; iii. standby and uninterrupted power supply requirements and distribution; iv. wiring systems for patient treatment, identifying: <ul style="list-style-type: none"> ▪ general and medical treatment areas;
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		<ul style="list-style-type: none"> ▪ power monitoring systems; ▪ lighting control systems; ▪ proposed wiring methodologies, routing, conduit types and cable tray; <p>v. proposed equipment cut sheets for power distribution, lighting and emergency generator;</p> <p>vi. thermal fire alarm system, including details of fire panels, detectors and air conditioning shut-down systems;</p> <p>vii. emergency evacuation and intercommunication systems, including details of master emergency control panel, zones, speakers.</p>
<p>2.3.1.7</p>	<p>Communications Systems</p>	<p>(a) For each of the following technology and communication systems, describe the system and associated scope, and the typical devices and functions for each area to be served. Describe any integration between each system and any others:</p> <ul style="list-style-type: none"> i. structured cabling; ii. network equipment; iii. wireless infrastructure; iv. wireless staff communications; v. nurse call systems and main equipment locations; vi. Code Blue; vii. patient monitoring; viii. public address; ix. videoconferencing infrastructure; x. intercommunication; xi. integration with the Authority; xii. patient entertainment;

		<ul style="list-style-type: none"> xiii. patient/staff education system; and xiv. time systems. <p>(b) Provide documentation of building network systems showing:</p> <ul style="list-style-type: none"> i. origin of supply and interconnection with external services, including redundant service; ii. proposed server room layout, including UPS, rack locations, rack servicing diagram; iii. proposed integration with wireless telephone system; iv. proposed integration with other communications systems; v. proposed call centre systems and layouts; vi. proposed network diagram; vii. proposed communication room layouts; viii. proposed network equipment layouts detailing interconnection details; ix. proposed network interface with other systems; x. proposed connection to the WAN service; and xi. proposed connections to local servers/server room. <p>(c) For the proposed network systems set out in (b) above, provide:</p> <ul style="list-style-type: none"> i. cut sheets of all proposed equipment; and ii. provide specific details of the building network systems and how they meet individual or group users' need. <p>(d) Describe in detail the communication traffic management plan for the FM Services call centre system.</p> <p>(e) Provide description of building data communication systems showing:</p> <ul style="list-style-type: none"> i. location of all data gathering equipment, including file servers, computers; ii. data cabling system wiring standards; and iii. relationship between data communications and all other items of equipment;
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		<p>(f) In addition to the above data communication system drawings, describe the data communications services and how they will satisfy the needs of related services.</p> <p>(g) Provide details of all standards proposed for supply, installation, testing and commissioning.</p>
2.3.1.8	Electronic Safety and Security	<p>(a) Access Control, Panic Duress, Incident Reporting System;</p> <p>(b) Fire alarm;</p> <p>(c) CCTV; and</p> <p>(d) Security systems.</p> <p>Describe the approach that will be taken to develop a security master plan and an overview of what technologies will be considered to assist in implementing the master plan.</p>
2.3.1.9 (a)	Mechanical Systems (Stand-Alone Solution)	<p>(a) If the Proponent proposes a stand-alone utility solution for the Facility, provide brief descriptions of each of the following systems as applicable:</p> <ul style="list-style-type: none"> i. primary energy source; ii. secondary energy source; iii. cooling plant; iv. heating plant; v. heat dissipation systems, cooling towers; vi. steam plant vii. air handling systems; viii. exhaust systems; ix. domestic hot and cold water systems at various temperatures; x. pumps (if any); xi. domestic water filtration and treatment; xii. redundancy provisions;

		<ul style="list-style-type: none"> xiii. tempered water systems (as applicable); xiv. plumbing fixtures; xv. all major mechanical space locations; xvi. Building Management System; xvii. detail provisions to accommodate future expansion as required by Schedule 3 [Design and Construction Specifications]; and xviii. overview of commissioning process. <p>(b) Provide and address the following:</p> <ul style="list-style-type: none"> i. load calculations: <ul style="list-style-type: none"> ▪ description of glazing system, floor, roof and internal partition system and U values. ii. air handling system: <ul style="list-style-type: none"> ▪ air handling system type and function; ▪ ventilation and total supply air rates for each space and for the building as a whole; ▪ cooling and heating sources; ▪ humidification provision ▪ zone by zone cooling and heating loads, in w/m²; ▪ floor area served by each unit, in m²; ▪ smoke control and operation under fire service requirements. iii. cooling and heating plants: <ul style="list-style-type: none"> ▪ description of plants, including type and configuration; ▪ plant locations; ▪ average loads, in w/m², based on total heated/air conditioned area; ▪ total loads in KW and total installed capacities;
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		<ul style="list-style-type: none"> ▪ continuous cooling provisions for specialized equipment; ▪ energy recovery measures; ▪ standby plant or duplication provisions. <p>iv. steam plant</p> <ul style="list-style-type: none"> ▪ description of plant, including type and configuration; ▪ plant location; ▪ utilization; ▪ chemical treatment. <p>v. exhaust systems</p> <ul style="list-style-type: none"> ▪ exhaust system types and functions; ▪ exhaust terminations; ▪ as applicable, parking structure exhaust, make-up air, tempering of make-up air. <p>vi. domestic hot water systems:</p> <ul style="list-style-type: none"> ▪ description of system and primary fuel; ▪ storage; ▪ recovery rate in litres per hour for 55°C/100°F temperature rise; ▪ number and size of storage vessels, construction and material and location of plant; ▪ define number of pressure zones and how function of domestic recirculating system is accomplished. <p>vii. tempered water systems:</p> <ul style="list-style-type: none"> ▪ description of systems; ▪ areas requiring warm water system and number of outlets (if applicable); ▪ anti-scald safety measures;
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		<ul style="list-style-type: none">▪ Legionella prevention requirements, disinfection systems. <p>(c) Describe the proposed fire protection system and how it will integrate with the fire detection systems incorporated within the electrical, hydraulic and/or mechanical installations, including indicative features such as:</p> <ul style="list-style-type: none">i. underground distribution network (if applicable);ii. tanks, if any, provided for fire protection;iii. pumps, if any.
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2.3.1.9 (b)	Mechanical Systems (Central Plant Solution)	<p>(a) If the Proponent proposes to obtain any utility services by connecting to the existing central plant at Prince George Regional Hospital, provide:</p> <ul style="list-style-type: none"> a. brief descriptions of each of the applicable systems: <ul style="list-style-type: none"> i. primary energy source; ii. secondary energy source; iii. hot water as applicable; iv. high pressure steam as applicable; b. for each system that connects to the central plant include the anticipated load(s) imposed on the existing central plant, a description of the connection point location(s), and metering strategy; c. a services routing plan (1:500) from the central plant to the Building. d. Infrastructure to accommodate and to protect the interconnecting services. <p>(b) If the Proponent proposes a combination of stand-alone and central plant connected utility services, for any proposed stand-alone utility services, provide brief descriptions of each of the following applicable systems:</p> <ul style="list-style-type: none"> i. primary energy source; ii. secondary energy sources; iii. cooling plant; iv. heat dissipation systems, cooling towers; v. heating plant as applicable; vi. steam plant as applicable; vii. air handling systems; viii. exhaust systems; ix. domestic hot and cold water systems at various temperatures;
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		<ul style="list-style-type: none"> x. pumps (if any); xi. domestic water filtration and treatment; xii. redundancy provisions; xiii. tempered water systems (as applicable); xiv. plumbing fixtures; xv. all major mechanical space locations; xvi. Building Management System; xvii. detail provisions to accommodate future expansion as required by Schedule 3 [Design and Construction Specifications]; and xviii. overview of commissioning process. <p>(c) Provide and address the following:</p> <ul style="list-style-type: none"> i. load calculations: <ul style="list-style-type: none"> ▪ description of glazing system, floor, roof and internal partition system and U values. ii. air handling system: <ul style="list-style-type: none"> ▪ air handling system type and function; ▪ ventilation and total supply air rates for each space and for the building as a whole; ▪ cooling and heating sources; ▪ humidification provision; ▪ zone by zone cooling and heating loads, in w/m²; ▪ floor area served by each unit, in m²; ▪ smoke control and operation under fire service requirements. iii. cooling plant <ul style="list-style-type: none"> ▪ description of plants, including type and configuration;
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		<ul style="list-style-type: none"> ▪ plant location; ▪ average loads, in w/m², based on total air conditioned area; ▪ total loads in KW and total installed capacities; ▪ continuous cooling provision for specialized equipment; ▪ energy recovery measures; ▪ standby plant or duplication provisions. <p>iv. heating plant, as applicable:</p> <ul style="list-style-type: none"> ▪ description of plant, including type and configuration; ▪ plant location; ▪ average loads, in w/m², based on total heated area; ▪ total loads in KW and total installed capacities; ▪ energy recovery measures; ▪ standby plant or duplication provisions. <p>v. steam plant, as applicable:</p> <ul style="list-style-type: none"> ▪ description of plant, including type and configuration; ▪ plant location; ▪ utilization; ▪ chemical treatment. <p>vi. exhaust systems:</p> <ul style="list-style-type: none"> ▪ exhaust system types and functions; ▪ exhaust terminations; ▪ as applicable, parking structure exhaust, make-up air, tempering of make-up air. <p>vii. domestic hot water systems:</p>
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		<ul style="list-style-type: none"> ▪ description of system and primary fuel; ▪ storage; ▪ recovery rate in litres per hour for 55°C/100°F temperature rise; ▪ number and size of storage vessels, construction and material and location of plant; ▪ define number of pressure zones and how function of domestic recirculating system is accomplished. <p>viii. tempered water systems:</p> <ul style="list-style-type: none"> ▪ description of systems; ▪ areas requiring warm water system and number of outlets (if applicable); ▪ anti-scald safety measures; ▪ Legionella prevention requirements, disinfection systems. <p>(d) Describe the proposed fire protection system and how it will integrate with the fire detection systems incorporated within the electrical, hydraulic and/or mechanical installations, including indicative features such as:</p> <ul style="list-style-type: none"> i. underground distribution network (if applicable); ii. tanks, if any, provided for fire protection; iii. pumps, if any.
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2.3.1.10	Infection Prevention and Control Strategy	<p>Describe how the Design will achieve the infection control requirements described in Schedule 3, including the following:</p> <ul style="list-style-type: none"> (a) use of HVAC systems to isolate units and floors; (b) hand washing sink designs and locations; (c) infection prevention and control issues particular to a cancer centre treating patients with suppressed immune systems; and (d) an explanation of how the Proponent's design takes into account the "Healthcare Facility Design Position Statement" published by Community and Hospital Infection Control Association (CHICA) and meets the infection prevention and control standards described in Schedule 3
2.3.1.11	Medical Gases	<p>For Medical Gases:</p> <ul style="list-style-type: none"> (a) provide drawings (1:100) of the medical gas services and systems; (b) describe how the medical gas services and systems comply with Schedule 3 in satisfying the needs of the staff and patient facilities; and (c) describe source of medical gas supply from the Authority and medical gas systems provided by the Proponent.
2.3.1.12	Furniture, Fittings and Equipment	<ul style="list-style-type: none"> (a) Provide a list that includes the names, proposed make and model and number of all Equipment to be installed by the Proponent, and utilizes the numbering system in the Equipment List in Appendix 2E of Schedule 2. (b) Provide 1:100 plans demonstrating how the design will accommodate all Equipment.

2.3.2	Construction	
2.3.2.1	Approach	<p>Describe and provide the Proponent's outline management plan for the integration of the design and construction phases of the Project, showing and identifying:</p> <ul style="list-style-type: none"> (a) construction methodology and general approach to be adopted for the Project. Indicate the Proponent's understanding of the Project processes and roles of both the Authority and Project Co; (b) dust and noise control plan; (c) infection prevention and control; (d) construction staging areas, vehicle access & control strategies. Provide diagrams and plans as necessary to demonstrate how construction activities will be handled on the site with minimal disruption and risk to ongoing hospital operations; (e) the strategy and access to services required during the construction; (f) communications plan with neighbourhood, hospital staff and visitors; and (g) how facilities will be developed and the process by which commissioning will be undertaken.
2.3.2.2	Organization	<p>Describe the Proponent's organization including information and an organization chart specifying the structure and the names and roles of participants who will be assigned to the Project for all phases related to the design and construction and integration of FM Services consideration, including pre-construction, construction and post-construction, including major sub-trades and consultants.</p>
2.3.2.3	Preliminary Project Schedule	<p>Provide a project schedule identifying the timing and duration of the major project activities including:</p> <ul style="list-style-type: none"> (a) Site establishment; (b) user consultations; (c) design development;

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		<ul style="list-style-type: none">(d) major construction stages;(e) significant procurements;(f) provision of mock-up rooms;(g) access by the Authority for commissioning of equipment to be installed prior to Service Commencement Date, and(h) anticipated Service Commencement Date.
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2.3.2.5	Energy Efficiency and LEED® Gold Certification	<p>(a) Describe in 1,000 words or less the strategy to achieve LEED® Gold Certification, including:</p> <ul style="list-style-type: none"> i. identification of personnel involved and roles; ii. provide an indicative LEED® Gold Certification score sheet clearly indicating which points are being pursued and the total point total anticipated. <p>(b) Describe how the design meets the principles of environmental sustainability.</p> <p>(c) Provide an indicative energy management plan, including accountability mechanisms.</p> <p>(d) Provide details of planned energy performance, including an energy target and how it will be achieved and maintained.</p> <p>(e) Provide an Energy Model supporting the expected energy performance and the proposed energy target.</p> <p>(f) Use the following assumptions in the Energy Model:</p> <ul style="list-style-type: none"> i. model the building for compliance using ASHRAE 90.1-1999, per LEED® NC Canada requirements; ii. the term “Reference Case” is the building to which the energy model will be compared; iii. identify the energy consumption by fuel type, i.e., electricity, natural gas, fuel oil, on-site renewable; iv. include a table of all assumptions and values utilized in modeling both the Reference Case and Proposed Case buildings; v. to maintain consistency between Proposals, design values for the Reference Case to be based on prescriptive values in 90.1-1999. Values for the Proposed Case building to be identical to the Reference Case where required by 90.1-1999. Use the following Table to determine which prescriptive value to use for the various spaces, to ensure comparable simulations between Proponents. <p>Modelling Assumptions</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Task Lighting</td> <td>As per <u>90.1-1999</u> Section 9.3 and 9.3.1</td> </tr> <tr> <td>Domestic Hot Water</td> <td>ASHRAE 90-1-1999</td> </tr> </table>	Task Lighting	As per <u>90.1-1999</u> Section 9.3 and 9.3.1	Domestic Hot Water	ASHRAE 90-1-1999
Task Lighting	As per <u>90.1-1999</u> Section 9.3 and 9.3.1					
Domestic Hot Water	ASHRAE 90-1-1999					

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Scheduled Space	Design Occupancy	Operating Schedule As per <u>MNECB Performance Compliance for Buildings</u> Table 4.3.2.C	Lighting As per <u>90.1-1999</u> Table 9.3.1.2	Equipment Power (Plug Load) As per <u>MNECB Performance Compliance for Buildings</u> Table 4.3.2.B
Patient Clinical Areas	5 m ² per person	Operating Schedule H	N/A	N/A
Nurses' Stations –	2.5 m ² per person	Operating Schedule H	Hospital / Healthcare: Nurse Station	Health / Institutional: Nurse Station
Waiting Rooms, Reception, & Lounges	1.5 m ² per person	Operating Schedule H	Hospital / Healthcare: Lounge / Recreation	Assembly: Recreation / Lounge
Utility Rooms	0	(Note 1)	Hospital / Healthcare: Active Storage	Storage / Warehouse: Active Storage, Fine
Electrical / Mechanical Rooms	0	(Note 1)	Hospital / Healthcare: Electrical / Mechanical	Service and Common: Mechanical / electrical room
Corridors	30 m ² per person	Operating Schedule H	Hospital / Healthcare: Corridor / Transition	Service and Common: Corridors
Meeting Rooms, Offices, & Admin. Areas	20 m ² per person	Operating Schedule A	Hospital / Healthcare: Office - Enclosed	Office: Category 1 (Enclosed offices)
Other Public Spaces, including Atria and Lobbies	10 m ² per person	Operating Schedule H	Hospital / Healthcare: Lobby	Assembly: Lobby

Note 1: Operating Schedule to be the same as the adjacent area in the most similar thermal zone.

2.3.2.5	Provision for Future Expansion	<p>Describe and demonstrate how the design will accommodate future changes, including:</p> <ul style="list-style-type: none"> (a) details of how the demand and load needs of the changes will be met, including the need for expanding, supplementing or constructing additional services and infrastructure; (b) strategies for the provision of architectural and structural, mechanical, electrical and civil engineering services for the changes; (c) a description and diagram reflecting how the Facility can be expanded, supplemented or constructed to meet the additional requirements imposed by the changes (e.g. service rooms, elevators).
2.3.2.6	Lifecycle/Capital Replacement Plan	<ul style="list-style-type: none"> (a) Describe the approach and methodology to lifecycle building management including a description of decision-making processes, business case analyses, technology tools. (b) Describe the overall approach to optimization of design and construction quality, facility management services, and lifecycle strategies. (c) Describe and provide the capital expenditures associated with the lifecycle/capital replacement plan. (d) Describe the approach to the development of the Lifecycle Plan required in Schedule 4. (e) Provide a proposed Life Cycle Report in Excel spreadsheet format. Clearly identify the assumed asset life, strategy and replacement schedule for all types of Plant and Equipment for which Project Co is responsible. Proponents are responsible to determine the specific components and elements within each division category required to support their proposed approach, methodology and cost structure for lifecycle replacement and refurbishment.
2.3.2.7	FM Integration	<ul style="list-style-type: none"> (a) Describe how the FM Provider has influenced the proposed Facility and in particular, how total lifecycle costs have been optimized. (b) Describe your FM Provider's approach to Quality Assurance including: <ul style="list-style-type: none"> i. the means by which all service and quality non-conformance issues, including work performed by major sub-contractors, will be identified, monitored, resolved and incorporated into a continuous business improvement process; ii. the means by which all services are delivered in compliance with all Applicable Laws,

		<p>Authority Policies and Good Industry Practice;</p> <ul style="list-style-type: none">iii. the frequency of internal or external audits or reviews;iv. roles and responsibilities related to Quality Assurance;v. Any other key features of the Quality Assurance system, including approach during design and construction phase.
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3.0	Services	
3.1	Approach	<p>(a) Provide a general description of the overall concept of operations and approach to the delivery of the Services, including the utilization of major subcontractors.</p> <p>(b) Describe how you will manage performance of your service provider and/or sub-contractors and create an environment responsive to end users' needs.</p> <p>(c) Describe how Services will interface with the Authority's services in every area, including security, waste, supplies, food services, portering, building maintenance.</p> <p>(d) Describe how your Services can be leveraged to the benefit of the Authority.</p>
3.2	Organization	<p>Describe your organization including details regarding:</p> <p>(a) the organizational structure proposed to meet the requirements of Schedule 4 [Services Protocols and Specifications], including an organization chart that identifies the key names (to the extent available) and positions that will be responsible for management and delivery of the Services;</p> <p>(b) the lines of authority and relationship between the proposed on-site Services organization and the Proponent parent organization, including a description of the business and technical support to be provided to the deployed resources;</p> <p>(c) your proposed approach to relationship management and interaction with Authority staff with respect to the Services.</p>
3.3	General Management	<p>(a) Describe how you will provide general management including:</p> <ul style="list-style-type: none"> i. your approach to overall management and administration; and ii. your approach to Performance Monitoring and Reporting, including details regarding preparation of the Performance Monitoring Report. <p>(b) Describe your approach to managing human resources, including:</p> <ul style="list-style-type: none"> i. recruitment and retention strategies;

		<ul style="list-style-type: none"> ii. training, orientation and ongoing skills development; iii. occupational health and safety and risk management; iv. labour relations and how you propose to work within the unionized environment. <p>(c) Describe your approach to the development of disaster response, business continuity, contingency, emergency and fire safety plans.</p> <p>(d) Describe your approach to assisting the Authority in the health service accreditation process and maintaining standards that are consistent with full accreditation under Accreditation Canada's accreditation program.</p> <p>(e) Describe your transition process /plan in the event there is a need to replace FM service providers at any time over the life of the contract.</p>
3.4	Help Desk	<p>Describe and provide details of:</p> <ul style="list-style-type: none"> (a) the proposed approach to deliver the Help Desk Services on a 24/7 basis; (b) the hardware and software technology to be utilized; (c) the business processes and security features related to maintenance of electronic logs, records and response and rectification times; (d) how the Help Desk Services will interface with the delivery of other hospital services, in particular those that are not the responsibility of Project Co (e.g., misdirected calls, confusion in who is accountable for delivering a service between the Authority and Project Co); (e) describe how your Help Desk can add value to the Authority for all services within the Facility, as appropriate.
3.5	Plant Services	<p>Describe and provide details of the Plant Services that will be provided, including:</p> <ul style="list-style-type: none"> (a) asset management philosophy for the Facility and how this will be implemented in terms of systems and practices throughout the term; (b) in the context of the Annual ServicePlan and Five-year Maintenance Plan, how the Facility and Equipment will be maintained, including: <ul style="list-style-type: none"> i. statutory testing and permission to work;

		<ul style="list-style-type: none"> ii. overall maintenance and repair strategy consisting of a comprehensive preventive maintenance program, including a description of planning, scheduling, control mechanisms and CMMS to be employed; iii. proposed service standards and justification for selection (e.g., industry practice, OEM recommendations, proprietary practices, regulatory requirements); iv. provision of comprehensive, responsive and effective Demand Maintenance services; v. means by which you will minimize disruption to operation of the Facility in the performance of the Services; vi. means by which you will monitor and maintain the internal facility environmental conditions within the performance requirements; vii. details on the operation and utilization of the Building Management System; viii. details on the approach to preparation of the Annual Plan and Five-Year Maintenance Plans; ix. your approach to fire prevention; and x. quality assurance strategy.
3.6	Utilities Management	Describe and provide details of your proposed approach to deliver the Utilities Management Services, including: <ul style="list-style-type: none"> (a) management and administration of all utility services; (b) approach to energy conservation and reduction; and (c) ongoing measurement, analysis, and energy reporting.

B. PRICING SCHEDULES

1. Pricing Schedules for Facility Development and FM Services

The following applies to all of Sections 1.1 and 1.2:

- (a) Except where otherwise expressly indicated herein, include all taxes other than GST;
- (b) References to “Financial Model” are to provide the cell reference that shows the corresponding input assumption.

1.1 Pricing Information

1.1.1 Form A1 (Annual Service Payment Form at the Proponent's Project IRR)

Semi Annual Period	Semi Annual Service Payment - Indexed	Semi Annual Service Payment - Unindexed	Semi Annual Service Payment - Total	Financial Model Reference
1	\$	\$	\$	
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
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Affordability Ceiling				
NPV at Maximum Project IRR	N/A	N/A		

1.1.2 Form A2 (Breakdown of Annual Service Payment)

Contract Year	FM Services (hard and soft FM (nominal))	Life Cycle Capital (nominal)	SPV Costs (nominal)	First Cost Capital (nominal)	Total ASP (nominal)
1	\$	\$	\$		
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					

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Contract Year	FM Services (hard and soft FM (nominal))	Life Cycle Capital (nominal)	SPV Costs (nominal)	First Cost Capital (nominal)	Total ASP (nominal)
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					

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1.1.3 Form A3 – Project Sensitivities

Sensitivities	Change	Loan Life Cover Ratio			Debt Service Cover Ratio			% Change that will breach lockup & bank default ratios *		Project IRR		Blended Shareholder IRR
		Average	min	min. year	average	min	min. year	Lock Up	Default	Real	Nominal	
Inflation for whole project	-1.0%											
Inflation for whole project	+1.0%											
Inflation for whole project	+3.0%											
Change in interest rates pre financial close	+50bps											
Change in interest rates pre financial close	-50bps											

1.1.4 Form A4 – SPV Running Costs

Provide full details of the annual running costs of Project Co. Such costs are to cover the operation of Project Co itself and are not to include any costs for the provision of the “Services”. The costs should be broken into the following:

Cost Item	Cost \$000	Financial Model Reference
Regulatory		
Staff		
Accommodation		
Margin		
Technical		
Legal		
Audit/Tax		
Finance Fees		
Insurance Costs		

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Cost Item	Cost \$000	Financial Model Reference
Other costs 1 – please detail		
Other costs 2 – please detail		
TOTAL		

1.1.5 Form A5 – Total Facility Development and Capital Cost

Using the format of the following table, provide the cost breakdown for the development, construction and commissioning of the Facility used in the establishment of the Annual Service Payment. Building cost estimates should also describe the basis upon which the capital costs have been developed clearly identifying any exclusions.

Capital Cost		
	Total \$	Financial Model Reference
Construction Contracts		
Green Building Design		
Construction Contingency		
Design Contingency		
Engineering		
Architect		
Other Consultant		
Survey		
Testing and Inspections		
Landscaping		
Administrative Costs		
Insurance		
Building permit		
Off Site Services <ul style="list-style-type: none"> o Municipal (sanitary sewer, storm sewer) o Other (electricity, gas, cable, telephone, Bypass road improvements) 		
Other Cost Items		
Equipment		
Other Cost Items		
TOTAL PROJECT COST		

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1.1.6 Form A6 – Breakdown of Municipal Off-Site Service Costs

	Hard Costs	Soft Costs	Total \$ (nominal)
Sanitary Sewer			
Storm Sewer			
[XXX]			
[XXX]			
SUBTOTAL COST			

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1.1.7 Form A7 – Lifecycle Cost Plan

Using the format of the following table, provide the information requested, including the minimum design life for each item indicated. Where a specific design life is already specified in the table, this is a mandatory minimum design requirement but Proponents may specify a longer design life.

Component	Design Life (Min. Years)	Capital Cost (\$000)	Lifecycle Maintenance Cost			
			Year 1 (\$000)	Year 2 (\$000)	Year 30 (\$000)
Substructure						
Structure						
Exterior Enclosure						
Partitions & Doors						
Finishes						
Fittings and Equipment						
Mechanical						
Electrical Systems						
Site Work						
Equipment						
TOTAL LIFECYCLE COSTS (PER ANNUM)						
Financial Model Reference						

Notes:

1. Fill in the minimum design life for each item where not specified.
2. The annual estimated lifecycle maintenance per annum should be broken down by at least the main components (i.e. those rows in bold in the table above).

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1.1.8 Form A8 - Equipment

Provide full details of the costs of providing the procurement, installation and commissioning of the equipment together with the costs of purchasing the equipment where applicable:

Equipment Category	Cost to provide procurement installation and commissioning service \$000	Cost of equipment purchase \$000	Financial Model Reference
3		n/a	
4			
TOTAL			

1.2 Services Cost Breakdown

Provide full details of the service costs for the first full year of operations:

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1.2.1 Form A9 – Summary Analysis of Service Costs

Service	Staff Numbers and Full time Equivalent Staff (#gross/#FTE)	\$000	Financial Model Reference
Helpdesk Services			
Labour Cost			
Other Expenditure			
Plant Services			
Labour Cost			
Other Expenditure			
Utility Management Services			
Labour Cost			
Other Expenditure			
Total Services Cost			

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C. EVALUATION CRITERIA

The Evaluation Committee will evaluate the Proposals by applying the Evaluation Criteria and weighting set out in the table below. Section 7 of Volume 2 of the RFP sets out additional information regarding the evaluation, including in Section 7.2 regarding the overall objective of the evaluation and the stated Project Objectives. The section references in the table below are to sections of the Proposal Requirements table above.

Reference	Evaluation Criteria	Weighting
1. Affordability	The Net Present Cost of all Service Payments in the Proposal does not exceed the Affordability Ceiling.	Pass/Fail
Financial Proposal	The demonstrated ability of the Proponent to enter into and perform its obligations under the Final Draft Project Agreement and achieve Financial Close on the terms set out in the RFP.	20
Technical Proposal	<p>The demonstrated ability of the Proponent to design and construct the Facility to meet the Project Objectives and the requirements of the Final Draft Project Agreement including:</p> <p>Clinical Specifications (30 points)</p> <ul style="list-style-type: none"> • 2.1 (General Approach) • 2.2 (Clinical Specifications) <p>Technical Specifications (30 points)</p> <ul style="list-style-type: none"> • 2.1 (General Approach) • 2.3.1 (Design) • 2.3.2 (Construction) <p>Services (20 points)</p> <ul style="list-style-type: none"> • 3.0 (Services) 	80
	Total	100

Template Accommodation Schedule
 (Refer to Section 2.2.5 of the Proposal Requirements in Appendix A of Volume 2 of the RFP)

[Insert Proponent Name]

[Insert Component Name]						
Clinical Specification			Provided by Proponent	Variance		Remarks
Room Code	Space	NSM	NSM	NSM of Variance	% of Variance	
Total						

Appendix E – Participation Agreement

British Columbia Cancer Agency

[DATE]

[Proponent]

[Address]

Attention: <*>

Dear <*>:

Re: Centre for the North Project – Agreement (“Participation Agreement”) in respect of the Request for Proposals to be issued by the British Columbia Cancer Agency (the “Authority”) on or about [the date of this Agreement], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

This letter sets out the terms and conditions of the Participation Agreement between the Authority and [Proponent] (“you”, “your” or the “Proponent”), pursuant to which you agree with the Authority as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined in this letter agreement (this “Agreement”) have the meanings given to them in the RFP a draft of which you acknowledge receiving with this Participation Agreement.
2. **Participation.** The Proponent agrees that as a condition of participating the RFP, including the Competition Selection Process, Collaborative Meetings and access to the Data Room, you and each of your Equity Members will sign and deliver this Participation Agreement and you will comply with the terms of this Participation Agreement and the terms of the RFP.
3. **Termination.** If the Proponent and each of its Equity Members do not sign and return this Participation Agreement on or before ▼, 2009, the Proponent and each of its Equity Members:
 - (i) agree that the Authority may, in its discretion, no longer permit the Proponent participate further in the Competitive Selection Process; and
 - (ii) waive any and all Claims against the Authority, including any claim any of them may have had to partial compensation or other payment from the Authority for the Proponent’s participation in the Competitive Selection Process.
4. **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the requirements with the provisions of the Confidentiality Conditions attached as Schedule 1, all of which conditions are expressly included as part of this Agreement.
5. **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are

bound by, the provisions of the RFP all of which are incorporated into this Agreement by reference. Without limiting the foregoing the Proponent agrees :

- (a) that the terms of this Agreement will not limit the Proponent's obligations and requirements under the RFP, any Data Room Agreement, and any other document or requirement of the Authority;
- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation of Damages) of Volume 2 of the RFP. In no event will the liability of the Authority exceed the amount calculated pursuant to Section 8.4 (Partial Compensation for Participation in the RFP) of Volume 2 of the RFP;
- (c) that the Authority's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in section 8.4 (Partial Compensation for Participation in the RFP) of Volume 2 of the RFP and
- (d) that the Authority's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in section 8.3 (Preferred Proponent Security Deposit) of Volume 2 of RFP.

6. **Amendments.** The Proponent acknowledges and agrees that:

- (a) the attached RFP is in draft form only and may be amended by the Authority prior to final issuance;
- (b) the Authority may in its sole discretion amend the RFP at any time and from time to time,; and
- (c) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and if the Proponent does not agree to any such amendment, it agrees that its sole recourse is to not submit a Proposal.

7. **General.**

- (a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
 - (i) it has the requisite power, authority and capacity to execute and deliver this Agreement;
 - (ii) this Agreement has been duly and validly executed by it or on its behalf by its duly authorized representatives; and
 - (iii) this Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Agreement, if the Authority, for any reason, cancels the Competitive Selection Process or

the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with Sections 4.

- (c) *Severability.* If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.
- (d) *Enurement.* This Agreement enures to the benefit of the Authority and binds the Proponent and its successors.
- (e) *Applicable Law.* This Agreement will be deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (f) *Headings.* The use of headings are for convenience only and are not to be used in the interpretation of this Agreement.
- (g) *Gender and Number.* Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (h) *Including.* The word “including” when used in this Agreement and the attached Schedule is not to be read as limiting.

Please confirm your agreement to this Participation Agreement by signing and returning a copy of this letter by fax, e-mail or personal delivery to the Contact Person by 3:00 pm local time on ▼, 2009.

Yours truly,

BRITISH COLUMBIA CANCER AGENCY

per: _____

PARTICIPATION AGREEMENT -- PROPONENT AND EQUITY MEMBER EXECUTION PAGE

Agreed to this ____ day of _____, 2009.

(Name of Proponent)

Authorized Signatory

Agreed to this ____ day of _____, 2009.

(Name Equity Member)

Authorized Signatory

[Add signature block for each Equity Member]

SCHEDULE 1
CONFIDENTIALITY CONDITIONS

1. **Definitions.** In these confidentiality conditions:

- (a) **“Confidential Information”** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of this Agreement, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, the RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
- (i) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party;
 - (ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (iii) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
 - (iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law,
- (b) **“Disclosing Party”** means the Authority or any of its Representatives,
- (c) **“Permitted Purposes”** means evaluating the Project, preparing a Proposal, and any other use permitted by this Agreement,
- (d) **“Receiving Party”** means the Recipient or any of its Representatives,
- (e) **“Recipient”** means a Proponent or any other interested party who completes a Receipt Confirmation Form, and
- (f) **“Representative”** means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Prime Member, Equity Member, Key

Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the Authority or Partnerships BC in connection with the Project.

2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the Authority, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
- (a) **Ownership of Confidential Information.** The Authority owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the Authority, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.
 - (b) **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
 - (c) **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
 - (d) **Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Authority or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be

compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Authority will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Authority may be entitled at law or in equity.

3. **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the Authority will be deemed to be a waiver of that right or remedy.

RENOVATION PROJECTS:	Year Structure Built: _____	Roofing Work: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Will the existing building(s) be in the care and custody of the contractor?		Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes to Roofing Work Describe: _____		Estimate of Roofing Work \$ _____	

FIRE PROTECTION:	No. of operating Fire Hydrants: _____	Distance to Fire Hydrants: _____ feet	
Distance to Fire Hall: _____ Miles			
If NEW CONSTRUCTION , confirm hydrants will be pressurized prior to framing: Yes <input type="checkbox"/> No <input type="checkbox"/>			

SURROUNDING EXPOSURES:								
Buildings:	North	_____ feet	South	_____ feet	East	_____ feet	West	_____ feet
Roads:	North	_____ feet	South	_____ feet	East	_____ feet	West	_____ feet

DESCRIBE SITE SECURITY DETAILS:
--

INTENDED OCCUPANCY OF COMPLETED PROJECT?	If partial occupancy prior to completion, what portion? _____
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TRANSIT LIMIT OF EXPOSURE:	\$ _____	Materials being transported outside of Canada or the USA? Yes <input type="checkbox"/> No <input type="checkbox"/>	
		Maximum value of material stored away from the construction site? \$ _____	

TYPE OF AREA:	Business: <input type="checkbox"/>	Downtown: <input type="checkbox"/>	Industrial: <input type="checkbox"/>	Residential: <input type="checkbox"/>	Rural: <input type="checkbox"/>	Other: <input type="checkbox"/>
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SUB-CONTRACTORS:	With respect to the 4 largest sub-contractors please provide the following:	
Description of Work:		Estimated Price Including Materials:
_____		\$ _____
_____		\$ _____
_____		\$ _____
		\$ _____

BLASTING (if any):	Estimated Price: \$ _____	Pre-Blast Survey: Yes <input type="checkbox"/> No <input type="checkbox"/>	
		Seismographic Readings: Yes <input type="checkbox"/> No <input type="checkbox"/>	

EXCAVATION (if any):	Performed By: _____	Estimated Price: \$ _____	
Excavated Material Types: _____		Water table above bottom of excavation? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, how will it be controlled? _____			

ASBESTOS REMOVAL: Yes No Duration: _____ weeks Estimated Value: \$ _____

SHORING (if applicable): Underpinning: Yes No Estimated Price: \$ _____
Performed By: _____

PILE DRIVING (if applicable): Estimated Price: \$ _____ Pre-Inspection for existing damage: Yes No
Performed By: _____ Seismographic Readings: Yes No

DEMOLITION (if applicable): Estimated Price: \$ _____ Method of Demolition: _____
Performed By: _____
 Type of Structure: _____ Height: _____ feet Storeys which equals? _____ feet

WELDING (if applicable): Fire Precautions: _____

ERECTION OF STRUCTURE: Estimated Price: \$ _____ Height: _____ feet Storeys which equals? _____ feet
Performed By: _____

PRECAUTIONS TAKEN: To Prevent Injury to Public: _____
 Underground: _____ feet Overhead Lines: _____ feet

IS PROJECT: Attached to any existing structure? Yes No
 Within any existing complex, plant, etc.? Yes No

WHAT "OFF-SITE" WORKS INVOLVED? Describe any works involving transmission lines, pipelines, access roads, railways, dams, bridges, tunnels, etc.

RELOCATION (if applicable): Details of relocation of existing services (e.g. roads, railways, utilities, etc.) _____
Performed By: _____

VOLUNTEERS (if applicable): Liability coverage required? Yes No No. of volunteers _____
Activities Description: _____

ADDITIONAL INFORMATION: REQUIRED FIELD One Page Site Plan (all Projects) Attached: Yes No
 Soils Report (New Construction) Attached: Yes No

 (Signature) (Title) (Date Signed)